

# THE CLERKS Grammer,

Wherein are  
Laid down Plain and Easy  
RULES  
FOR THE

Making any **Bond** or **Bill** Obligatory or single, with the several **Conditions** in most Cases; also Instructions how to place the **Names**, **Sums** and **Dates** of the same in true proper Latine.

Likewise,  
An Exact Method of Drawing all manner of **Deeds** of Common use, with Instructions how to Raise any **Consideration**, **Habendum**, **Redendum**, **Preservation** or **Covenant** used therein, made more plain & Intelligible to the meanest Capacity than any Book of this Nature hitherto extant in P. int.

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London, Printed by T. B. for F. Kidgil at the Golden Ball in Holborn, near Grays-Inn Gate. 1683.





## To the Reader.

**M**Any Tracts (in various Methods) have been hitherto published for the use of young Clerks, but in Regard the Compilers of them have not taken care to instruct the Tyro's in Clerkship how to make use of their Collections, We may say of them as a great Algebraist once did the printed Books of Algebra, that they were only fit to be read by Persons as well skill'd in that Science as the Authors, being very little (if at all) serviceable to those who were desirous to learn the Art. The Consideration of this Defect hath been the main Inducement of Publishing this small Treatise, to which (containing the Rudiments of Clerkship, as to Specialties and Conveyances of Common use) We give the Title of the Clerks Grammer, wherein are laid down such plain and easy Rules for Instructing the young Clerk in making of Obligations, Conditions, Bills, penal or single, Releases,

## To the Reader.

Releases, Letters of Attorney, variety of Deeds or Indentures, with Covenants in most cases, Warrants of Attorney Wills, and other Instruments pertinent to the Nature and intent of this Collection, that nothing can hinder him from being an experienced Clrak in these matters, but his neglect, in not making constant use of this Book.

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THE

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THE  
CLERKS  
Grammer, &c.

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*A Bond to the King.*

**N**Overint universi per presentes me,  
A.B. de C. in com. D. gen. teneri  
& firmiter obligari Serenissimo Do-  
mino nostro Carolo Secundo Dei Gratia  
Angliæ, Scotiæ, Franciæ, & Hibernæ, Regi  
Fidei Defensori, &c. in Quingentis libris  
solvendis Eidem Domino Regi aut suo  
Certo Attornato Executoribus vel Admi-  
nistratoribus suis, ad quam quidem solu-  
tionem bene & fideliter faciendum, obligo  
me Heredes Executores & Administra-  
tores meos, firmiter per presentes sigillo  
meo sigillat. dat. Decimo quarto die Janu-  
arii, Anno Regni Domini nostri Caroli se-  
cundi Dei Gratia Angliæ, Scotiæ, Fran-  
ciæ & Hiberniæ Regis fidei Defensoris, &c.  
Decimo quinto Annoq; Dom. 1663

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A

# The Clerks' Grammar.

## *A Bond to the Duke.*

**N**Overint universi per presentes me, *I. K. de L. in com. M. mil.* Teneri & firmiter obligari Illustrissimo Principi ac Domino, Domino Jacobo Duci Ebor' in Centum Libris—solvend. Eidem Duci aut suo Certo Attornato Executoribus vel Administratoribus suis, ad quam quidem Solutionem bene & fideliter faciend. Obligo me Hered' Executores & Administratores meos firmiter per presentes sigillo meo sigillat. Dat. Primo Die Februarii Anno Domini Regni nostri Caroli Secundi, Dei Gratia Angliæ, Scotiæ, Franciæ & Hiberniæ Regis fidei Defensor. &c. Decimo sexto Annoque Dom. 1664.

## *A Bond to the Arch-Bishop of Canturbury, and his Commissary.*

**N**Overint universi per presentes me. *R. S. de T. in Com. V. Gen.* Teneri & firmiter obligari Reverendissimo in Christo Patri & Domino Domino *I.* Permissione Divina Cantuarensis Archiepiscopo totius Angliæ Primati & metropolitano & *W. L.* Legum Doctori Curia Dicti Reverendissimi Patris Prerogativæ Cantuar. magistro Custodi sive Commissario Legittime Deputat. in viginti Libris

## The Clerks Grammar.

Libris — solvend. eisdem Reverendissimo Patri & W. L. Commissario aut Eorum Certo Attornat. Executor. & Administrator' suis ad quam quidem solutionem bene & fideliter faciend. obligo me Heredes Executores & Administratores meos firmiter per presentes sigillo meo sigillat. Dat. tertio die Aprilis Anno Regni Domini nostri Caroli Secundi Dei Gracia Angliæ, Scotiæ, Franciæ & Hiberniæ Regis fidei Defensoris, &c. Decimo octavo Annoq. Dom. 1666.

*A Bond to the Arch-Bishop of York as Ordinary and his Commissary.*

**N**Overint universi per presentes me R. S. de T. in Com. V. Gen. Teneri & firmiter obligari Reverendissimo in Christo patri & Dom. Domino W. Permissione divina Eboracensis Archiepiscopo Angliæ Primati & Metropolit. & magistro A. B. in Legibus Baccalaureo scaccarii Dicti Reverendissimi patris apud E. Commissario & recept. General. in Quadragintis Libris bonæ & legalis monete Angliæ solvend. Eisdem Reverendissimo patri & magistro A. B. Commissar' aut eorum Certo Attornat. Executor. & Administrator. suis ad quam quidem solutionem bene & fideliter faciend. Obligo me Heredes Executores & Administrato-

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res meos firmiter per presentes sigillo meo  
sigillat. Dat. tertio Die Aprilis, Anno Regni  
Domini nostri Caroli Secundi Dei Gratia  
Angliæ, Scotiæ, Franciæ & Hiberniæ Re-  
gis fidei Defensoris, &c. Decimo octavo  
Annoq. Dom. 1666.

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An



*An Alphabetical Catalogue of the Christian Names of Men in English and Latine, in the Nominative Case; as also in the Accusative and Dative Cases which are made use of in Obligations.*

**N**ote the Accusative Case is alwayes used for the Obligor (or the Person He or she who enters into Bond) and the Dative case for the Obligee (or the Person to whom the Bond is made) as for Example, *Aaron, onis*, being the Latine word for *Aaron* you must say in the Obligation, *Noverint universi per Presentes me Aaronem Butler* (who is the Obligor) *de Parochia Sancti Martini in Campis in Comitatu Middlesexie Chyrurgum teneri & firmiter obligari Aaron Gifford* (who is the Obligee) *de eadem Parochia & Comitatu Ephiario in viginti libris, &c.* And this Method you are to observe in all the rest of the Names hereafter following.

Nom. case. Accu. case. Dat. case

English.

Latine.

Obligor. Obligee.

**A** Aron Aaron

Aaronem Aaroni

Abel Abel

Abelem Abeli

Abraham Abrahams Abrahamum Abrahamo

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Adam

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Adam	<i>Adamus</i>	<i>Adamum</i>	<i>Adamo</i>
Adelph	<i>Adelphus</i>	<i>Adelphum</i>	<i>Adelpbo</i>
Adoniah	<i>Adonias</i>	<i>Adoniam</i>	<i>Adonia</i>
Adrian	<i>Adrianus</i>	<i>Adrianum</i>	<i>Adriano</i>
Æneas	<i>Æneas</i>	<i>Æneam</i>	<i>Ænea</i>
Æsop	<i>Æsopus</i>	<i>Æsopum</i>	<i>Æsopa</i>
Agrippa	<i>Agrippa</i>	<i>Agrippam</i>	<i>Agrippe</i>
Ahasuerus	<i>Ahasuerus</i>	<i>Ahasuerum</i>	<i>Ahasuero</i>
Alexander	<i>Alexander</i>	<i>Alexandrum</i>	<i>Alexandro</i>
Alfredus	<i>Alfredus</i>	<i>Alfredum</i>	<i>Alfredo</i>
Amasiah	<i>Amasias</i>	<i>Amasiam</i>	<i>Amnsia</i>
Amos	<i>Amos</i>	<i>Amosem</i>	<i>Amasi</i>
Andrew	<i>Andreas</i>	<i>Andream</i>	<i>Andrae</i>
Anselme	<i>Anselmus</i>	<i>Anselmum</i>	<i>Anselmo</i>
Anthony	<i>Antonius</i>	<i>Antonium</i>	<i>Antonio</i>
Arthur	<i>Arthurus</i>	<i>Arthurum</i>	<i>Arthuro</i>
Augustine	<i>Augustinus</i>	<i>Augustinum</i>	<i>Augustino</i>

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Baptist	<i>Baptista</i>	<i>Baptistam</i>	<i>Baptista</i>
Basil	<i>Basilus</i>	<i>Basilium</i>	<i>Basilio</i>
Bartholo-	<i>Bartholo-</i>	<i>Bartholo-</i>	<i>Bartholo-</i>
(mew	(meus	(meum	(meo
Balthazar	<i>Balthazar</i>	<i>Balthaza-</i>	<i>Balthazari</i>
		(rem	
Barnaby	<i>Barnabas</i>	<i>Barnabam</i>	<i>Barnabe</i>
Bertram	<i>Bertramus</i>	<i>Bertravum</i>	<i>Bertramo</i>
Benedict,	<i>Benedictus</i>	<i>Benedictum</i>	<i>Benedicto</i>
or Benet			
			Benjamin

(num

Benjamin	Benjaminus	Benjami-	Benjamino
Bernard	Bernardus	Bernardum	Bernardo
Brute	Brutus	Brutum	Bruto
Bryan	B. yanus	Bryanum	Bryano
Bulstrode	Bulstrodeus	Bulstrodeum	Bulstrodo

C

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Caius	Caius	Ca'um	Caio
Caleb	Calib	Caleb	Caleb
Cæsar	Cæsar	Cæsarem	Cæsari
Charles	Carolus	Carolum	Carolo
Christofer	Christoferus	Christoferum	Christofero
Chrisost-	Chrysoflo-	Chrysoflo-	Chrysofomo

(ome

(mus

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Crispine	Crispinus	Crispinum	Crispino
Claudius	Claudius	Clandium	Claudio
Cyril	Cyrillus	Cyryllum	Cyrillo
Cephas	Cephas	Cephæm	Cephæ
Crispus	Crispus	Cispum	Crispo

D

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Daniel	Daniel	Danielem	Danieli
David	David	Davidem	Davidi
Darius	Darius	Darium	Dario
Demetrius	Demetrius	Demetrium	Demetrio
Dionysius	Dionysius	Dionysium	Dionysso
Deodatus	Deodatus	Deodatium	Deodato

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Demost-

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Demost- Demosthe- Demosthe- Demostheni  
(henes (nes (nem

Democri- Democritus Democri-  
(tus (tum Democrito

Drusus Drusus Drusum Druso

Dunstan Dunstanus Dunstanum Dunstano

Dutton Duttonus Duttonum Duttono

Diodorus Diodorus Diodorum Diodoro

E

E

E

E

Edward Edwardus Edwardum Edwardo

Edwin Edwinus Edwinum Edwino

Edgar Edgarus Edgarum Edgaro

Edmund Edmundus Edmundum Edmundo

Eldred Eldredus Eldredum Eldredo

Elias Elias Eliam Elia

Emanuel Emanuel Emanuelem Emanueli

Ephraim Ephraimus Ephraimum Ephraimo

Erasmus Erasmus Erasmum Erasmo

Etheldred Etheldre- Etheldre- Etheldredo

(dus (dum

Ethelstan Ethelstanus Ethelstanum Ethelstano

Eustace Eustachius Eustachium Eustachio

Epaminon Epaminon- Epaminon- Epaminon-

(das (das (dam (de

Erastus Erastus Erastum Erasto

Everard Everardus Everardum Everardo

Fabius

F

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Fabius	<i>Fabius</i>	<i>Fabium</i>	<i>Fabio</i>
Fabian	<i>Fabianus</i>	<i>Fabianum</i>	<i>Fabiano</i>
Felix	<i>Felix</i>	<i>Felicem</i>	<i>Felici</i>
Ferdinan-	<i>Ferdinan-</i>	<i>Ferdinan-</i>	<i>Ferdinando</i>
(do	( <i>das</i>	( <i>dum</i>	
Francis	<i>Franciscus</i>	<i>Franciscum</i>	<i>Francisco</i>
Frederick	<i>Fredericus</i>	<i>Fredericum</i>	<i>Frederico</i>
Fulk	<i>Fulco</i>	<i>Fulconem</i>	<i>Fulconi</i>
Faithful	<i>Fidelis</i>	<i>Fidelem</i>	<i>Fideli</i>
Freeman	<i>Freemanus</i>	<i>Freemanum</i>	<i>Fremano</i>
Fortescue	<i>Fortiscutus</i>	<i>Fortiscutum</i>	<i>Fortiscuto</i>

G

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Gabriel	<i>Gabriel</i>	<i>Gabrielem</i>	<i>Gabrieli</i>
Gamaliel	<i>Gamaliel</i>	<i>Gamalie-</i>	<i>Gamalieli</i>
		( <i>lem</i>	
Gaspar	<i>Gaspar</i>	<i>Gasparem</i>	<i>Gaspari</i>
George	<i>Georgius</i>	<i>Georgium</i>	<i>Georgio</i>
Gervase	<i>Gervasius</i>	<i>Gervasium</i>	<i>Gervasio</i>
German	<i>Germanus</i>	<i>Germanum</i>	<i>Germano</i>
Gregory	<i>Gregorius</i>	<i>Gregorium</i>	<i>Gregorio</i>
Gerard	<i>Gerardus</i>	<i>Gerardum</i>	<i>Gerardo</i>
Giles	<i>Egidius</i>	<i>Egidium</i>	<i>Egidio</i>
Godwin	<i>Godwinus</i>	<i>Godwinum</i>	<i>Godwino</i>
Griffith	<i>Griffithus</i>	<i>Griffithium</i>	<i>Griffithio</i>
Godfrey	<i>Godfridus</i>	<i>Godfridum</i>	<i>Godfrida</i>

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Gi-

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Gideon	Gideo	Gideonem	Gideoni
Guy	Guido	Guidonem	Guidoni

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Hannibal	Hannibal	Hanniba-	Hannibali
		(lem	

Hector	Hector	Hectorem	Hectori
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Henry	Henricus	Henricum	Henrico
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Hercules	Hercules	Herculum	Hirculi
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Harold	Haroldus	Haroldum	Haraldo
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Herodotus	Herodotus	Herodotum	Herodoto
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Homer	Homerus	Homerum	Homero
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Horace	Horatius	Horatium	Horatio
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Hortensius	Hortensius	Hortensium	H.riensio
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Harbottle	Harbotellus	Harbotel-	Harbotello
		(lum	

Hamlet	Hamlettus	Hamlettum	Hamletto
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Herbert	Herbertus	Herbertum	Herberto
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Hillary	Hillarius	Hillarium	Hillario
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Hugh	Hugo	Hugonem	Hugoni
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Humfrey	Humfridus	Humfridum	Humfrido
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I I I I

Jacob	Jacob	Jacob	Jacob
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James	Jacobus	Jacobum	Jacobo
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Jasper	Gaspar	Gasparum	Gaspari
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Jerome	Jeronimus	Jeron.ium	Jeronimo
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Jeremy	Jeremias	Jerem.iam	Jeremie
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Jonas



Jonas	<i>Jonas</i>	<i>Jonam</i>	<i>Jone</i>
John	<i>Johannes</i>	<i>Johannem</i>	<i>Johanni</i>
Julius	<i>Julius</i>	<i>Julium</i>	<i>Julio</i>
Junius	<i>Junius</i>	<i>Junium</i>	<i>Junio</i>
Job	<i>Jobus</i>	<i>Jobum</i>	<i>Jobo</i>
Joab	<i>Joab</i>	<i>Joab</i>	<i>Joab</i>
Jonathan	<i>Jonathan</i>	<i>Jonathan</i>	<i>Jonathan</i>
Josias	<i>Josias</i>	<i>Josiam</i>	<i>Josie</i>
Joseph	<i>Josephus</i>	<i>Josephum</i>	<i>Josepho</i>
Josua	<i>Josuas</i>	<i>Josuam</i>	<i>Josue</i>
Isaac	<i>Isaacus</i>	<i>Isaacum</i>	<i>Isaaco</i>
Jude	<i>Judas</i>	<i>Judam</i>	<i>Jude</i>

K

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Kester	<i>Kesterus</i>	<i>Kesterum</i>	<i>Kestero</i>
Kenelme	<i>Kenelmus</i>	<i>Kenelmum</i>	<i>Kenelmo</i>

L

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Lancelot	<i>Lancelotus</i>	<i>Lancelotum</i>	<i>Lanceloto</i>
Lawrence	<i>Laurencius</i>	<i>Laurencium</i>	<i>Laurencio</i>
Lazarus	<i>Lazarus</i>	<i>Lazarum</i>	<i>Lazaro</i>
Leopold	<i>Leopoldus</i>	<i>Leopoldum</i>	<i>Leopoldo</i>
Leoline	<i>Leolinus</i>	<i>Leolinum</i>	<i>Leolino</i>
Leonard	<i>Leonardus</i>	<i>Leonardum</i>	<i>Leonardo</i>
Lionel	<i>Lionellus</i>	<i>Lionellum</i>	<i>Lionello</i>
Lodowick	<i>Lodovicus</i>	<i>Ledovicum</i>	<i>Lodovico</i>
Lewis	<i>Ludovicus</i>	<i>Ludovicum</i>	<i>Ludovico</i>
Luke	<i>Lucas</i>	<i>Lucam</i>	<i>Luce</i>

Mala-

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M

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Malachy	Malachias	Malachiam	Malachia
Manasseh	Manasses	Manassem	Manassi
Mark	Marcus	Marcum	Marco
Martin	Martinus	Martinum	Martino
Matthew	Mattheus	Mattheum	Mattheo
Matthias	Matthias	Matthiam	Matthia
Maximilian	Maximilia-	Maximilia-	Maximi-
	nus	num.	liano
Maurice	Mauricius	Mauricium	Mauricio
Michael	Michael	Michaelm	Michaeli
Miles	Milo	Milonem	Miloni
Moses	Moses	Mosen	Mosi
Mountjoy	Mountjoy	Mountjoy	Mountjoy

N

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Nathan	Nathan	Nathan	Nathan
Nathaniel	Nathaniel	Nathanielm	Nathanieli
Nehemiah	Nehemias	Nehemiam	Nehemia
Nicolas	Nicolaus	Nicholaum	Nicolaus
Nicodemus	Nicodemus	Nicodemum	Nicodemo
Noah	Noas	Noam	Noe

O

O

O

O

Obadiah	Obadiah	Obadiah	Obadia
Oliver	Olivarius	Olivarium	Olivaro
			Onesi

# The Clerks Grammar. 13

Onesipho. Onesiphorus. Onesiphorum Onesiphoro  
(rus

Origen Origenes Origenem Origeni  
Owen Owinus Owinum Owino

P

P

P

P

Patrick Patricius Patricium Patricio  
Paul Paulus Paulum Paulo  
Peregrine Peregrinus Peregrinum Peregrino  
Persival Persivallus Persivallum Persivallo  
Philip Philippus Philippum Philippo  
Philemon Philemon Philemonem Philemoni  
Posthumus Posthumus Posthumum Posthumo

Q

Q

Q

Q

Quintin Quintinus Quintinum Quintino  
Quintilian Quintilia Quintilia Quintiliano  
(nus (num

Quintus Quintus Quintum Quinto

R

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Ralph Radulphus Radulphum Radulpho  
Ranulph Ranulphus Ranulphum Ranulpho  
Randolph Randolphus Randolphum Randolpho  
Raphael Raphael Raphaelem Raphaeli  
Reuben Reuben Reuben Reuben  
Rees Rhesus Rhesium Rheso

Rice

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Rice	<i>Riceis</i>	<i>Riceum</i>	<i>Riceo</i>
Richard	<i>Richardus</i>	<i>Richardum</i>	<i>Richardo</i>
Robert	<i>Robertus</i>	<i>Robertum</i>	<i>Roberto</i>
Roger	<i>Rogerus</i>	<i>Rogerum</i>	<i>Rogero</i>
Rowland	<i>Rowlandus</i>	<i>Rowlandum</i>	<i>Rowlando</i>

S

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Sampson	<i>Sampson</i>	<i>Sampsonem</i>	<i>Sampsoni</i>
Samuel	<i>Samuel</i>	<i>Samuelem</i>	<i>Samueli</i>
Saul	<i>Saul</i>	<i>Saulem</i>	<i>Sauli</i>
Sebastian	<i>Sebastianus</i>	<i>Sebastia-</i>	<i>Sebastiano</i>

(num

Sigismund	<i>Sigismun-</i>	<i>Sigismum-</i>	<i>Sigismundo</i>
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(dus

(dum

Silvanus	<i>Sylvanus</i>	<i>Sylvanum</i>	<i>Sylvano</i>
Silvester	<i>Silvester</i>	<i>Silvestrem</i>	<i>Silvestri</i>
Silvius	<i>Silvius</i>	<i>Silvium</i>	<i>Silvio</i>
Simeon	<i>Simeon</i>	<i>Simeonem</i>	<i>Simeoni</i>
Simon	<i>Simon</i>	<i>Simonem</i>	<i>Simoni</i>
Stephen	<i>Stephanus</i>	<i>Stephanum</i>	<i>Stephano</i>
Swithin	<i>Swithinus</i>	<i>Swithinum</i>	<i>Swithino</i>
Sidney	<i>Sidneius</i>	<i>Sidneium</i>	<i>Sidneio</i>

T

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Theobald	<i>Theobaldus</i>	<i>Theobaldum</i>	<i>Theobaldo</i>
Theodore	<i>Theodorus</i>	<i>Theodorum</i>	<i>Theodoro</i>
Theodo-	<i>Theodoricus</i>	<i>Theodori-</i>	<i>Theodorico</i>

(rick

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The-

# The Clerks Grammar. 15

Theodosi- *Theodosius* *Theodosium* *Theodosio*  
(us

Theophi- *Theophilus* *Theophilum* *Theophilo*  
(lus

Thomas *Thomas* *Thomam* *Thome*

Timothy *Timotheus* *Timotheum* *Timotheo*

Titus *Titus* *Titum* *Tito*

Tichicus *Tichicus* *Tichicum* *Tichico*

Toby *Tobias* *Tobiam* *Tobie*

V

V

V

V

Valentine *Valentinus* *Valentinum* *Valentino*

Valerius *Valerius* *Valerium* *Valerio*

Varro *Varro* *Varronem* *Varroni*

Vincent *Vincentius* *Vincentium* *Vincentio*

Vitellius *Vitellius* *Vitellium* *Vitellio*

Ulpianus *Ulpianus* *Ulpianum* *Ulpiano*

Urban *Urbanus* *Urbanum* *Urbano*

Uriah *Uria* *Uriam* *Uria*

W

W

W

W

Walter *Walterus* *Walterum* *Waltero*

William *Willielmus* *Willielmum* *Willielmo*

Wilfride *Wilfridus* *Wilfridum* *Wilfrido*

Wulfer *Wulferus* *Wulferum* *Wulfero*

Wulstan *Wulstanus* *Wulstanum* *Wulstano*

Zacha-

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Z

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Zachariah	Zacharias	Zachariam	Zacharie
Zacheus	Zacheus	Zacheum	Zachio
Zephany	Zephanias	Zephaniam	Zephania

## Christian Names of Women.

Abigal	Abigail	Abigailem	Abigaili
Agnes	Agnes	Agnetem	Agnetis
Alice	Alicia	Aliciam	Alicia
Amy	Amicia	Amiciam	Amicia
Anne	Anna	Annam	Anne
Arrabella	Arrabella	Arrabellam	Arabella
Avice	Avisia	Aviciam	Avicie
Augusta	Augusta	Augustam	Augusta
Aurelia	Aurelia	Aureliam	Aurelia

B

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Barbara	Barbara	Barbaram	Barbara
Beatrice	Beatrix	Beatricem	Beatrix
Benet	Benedicta	Benedictam	Benedicta
Benigna	Benigna	Benignam	Benigna
Berenice	Berenice	Berenicen	Berenice

Berthe



# The Clerks Grammar. 17

Berthe	Bertha	Bertham	Bertha
Blanch	Blanchia	Blanchiam	Blanchia
Bona	Bona	Bonam	Bona
Bridget	Brigitta	Brigittam	Brigitta
Briseis	Briseis	Briseiden	Briseidi

C

C

C

C

Cassandra	Cassandra	Cassandram	Cassandre
Cælia	Celia	Celiam	Celie
Charity	Charitas	Charitatem	Charitati
Christian	Christiana	Christianam	Christiana
Claudia	Claudia	Claudiam	Claudia
Cicely	Cecilia	Ceciliam	Cecilia
Constance	Constantia	Constantiam	Constantia
Claudia	Claudia	Claudiam	Claudia
Clælia	Clælia	Clæliam	Clælia
Cornelia	Cornelia	Corneliam	Cornelia
Cybele	Cybele	Cybelen	Cybeli

D

D

D

D

Deborah	Debora	Deboram	Debora
Denis	Dionisia	Dionisiam	Dionisia
Diana	Diana	Dianam	Diana
Dina	Dina	Dinam	Dina
Dorcas	Dorcas	Dorcadem	Dorcadi
Dorothy	Dorothea	Dorotheam	Dorothea
Dowfabel	Dulcibella	Dulcibellam	Dulcibelle
Drusilla	Drusilla	Drusillam	Drusille
			Edith

E

E

E

E

Edith	Editha	Editham	Edithe
Elianor	Elianora	Elianoram	Elianora
Ellen	Ellena	Ellenam	Ellena
Elisabeth	Elisabetha	Elisabetham	Elisabetha
Emme	Emma	Emmam	Emme
Esther	Esthera	Estheram	Esthera
Eve	Eva	Evam	Eve

F

F

F

F

Fabia	Fabia	Fabiam	Fabia
Faith	Fides	Fidem	Fidei
Flavia	Flavia	Flaviam	Flavia
Flora	Flora	Floram	Flora
Florence	Florentia	Florentiam	Florentia
Fortune	Fortuna	Fortunam	Fortuna
Frances	Francisca	Franciscam	Francisca
		(dam	
Frideswide	Frideswida	Frideswi-	Frideswida

G

G

G

G

Gertrude	Gertrudes	Gertruden	Gertrudi
Grace	Gratia	Gratiam	Gratia
Grisel	Griselda	Griseldam	Griselda

Hebe

# The Clerks Grammar. 19

H

H

H

H

Hebe	Hebe	Hebem	Hebe
Hecuba	Hecuba	Hecubam	Hecuba
Hellen	Hellena	Hellenam	Hellena
Hannah	Hanna	Hannam	Hanna
Honor	Honora	Honoram	Honora
Hortensia	Hortensia	Hortensiam	Hortensia

I

I

I

I

Jane	Jana	Janam	Jana
Joyce	Jocosa	Jocosam	Jocosa
Joane	Joanna	Joannam	Joanna
Isabel	Isabella	Isabellam	Isabella
Judith	Juditha	Juditham	Juditha
Julia	Julia	Juliam	Julia
Julian	Julia	Julianam	Juliana
Juliet	Julietta	Juliettam	Julietta

K

K

K

K

Katharine	Katharina	Katharinam	Katharina
-----------	-----------	------------	-----------

L

L

L

L

Leah	Lea	Leam	Lea
Livia	Livia	Liviam	Livia
Lydia	Lydia	Lydiam	Lydia
			Luce

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Luce	<i>Lucia</i>	<i>Luciam</i>	<i>Lucia</i>
Lucrece	<i>Lucrecia</i>	<i>Lucreciam</i>	<i>Lucrecia</i>

M	M	M	M
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Mabel	<i>Mabella</i>	<i>Mabellam</i>	<i>Mabella</i>
	(na	(nam	(na
Magdalen	<i>Magdale-</i>	<i>Magdale-</i>	<i>Magdale-</i>
		(tam	(ta
Margaret	<i>Margareta</i>	<i>Margare-</i>	<i>Margare-</i>
Margery	<i>Margeria</i>	<i>Margeriam</i>	<i>Margeria</i>
Mary	<i>Maria</i>	<i>Mariam</i>	<i>Maria</i>
Martha	<i>Martha</i>	<i>Martham</i>	<i>Martha</i>
Mawd	<i>Matilda</i>	<i>Matildam</i>	<i>Matilda</i>
	(na	(nam	
Maudlin	<i>Magdale-</i>	<i>Magdale-</i>	<i>Magdalena</i>
	(cia	(ciam	(cie
Millicent	<i>Milliscen-</i>	<i>Milliscen-</i>	<i>Milliscen-</i>
Mildred	<i>Mildreda</i>	<i>Mildredam</i>	<i>Mildrede</i>

N	N	N	N
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Nicola	<i>Nicola</i>	<i>Nicolam</i>	<i>Nichole</i>
Nicia	<i>Nicia</i>	<i>Niciam</i>	<i>Nicie</i>
Niobe	<i>Niobe</i>	<i>Nioben</i>	<i>Nioba</i>

O	O	O	O
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Olympia	<i>Olympia</i>	<i>Olympiam</i>	<i>Olympia</i>
Omphale	<i>Omphale</i>	<i>Omphalen</i>	<i>Omphali</i>
			Orelia

# The Clerks Grammar. 21

Orelia	Orelia	Oreliam	Orelia
Orythia	Orythia	Orythiam	Orythia

P

P

P

P

Pallas	Pallas	Palladam	Palladi
Pamphilia	Pamphilia	pamphiliam	Pamphilia
Parnel	Petronella	petronellam	Petronelle
Parthenia	Parthenia	partheniam	Parthenia

(fa

(sam

(sa

Parthenis-	Parthenissa	Parthenis-	Parthenis-
------------	-------------	------------	------------

Penelope	Penelope	Penelopen	Penelope
----------	----------	-----------	----------

Philip	Philippa	Philippam	Phillippe
--------	----------	-----------	-----------

Phillida	Phillida	Phillidam	Phillide
----------	----------	-----------	----------

Phillis	Phillis	Phillidem	Phillidi
---------	---------	-----------	----------

Phœbe	Phœbe	Phaben	Phœbi
-------	-------	--------	-------

Pontia	Pontia	Pontiam	Pontia
--------	--------	---------	--------

Portia	Portia	Portiam	Portia
--------	--------	---------	--------

Q

Q

Q

Q

Quinevir	Quinivira	quineviram	Quinevira
----------	-----------	------------	-----------

Quinta	Quinta	Quintam	Quinta
--------	--------	---------	--------

R

R

R

R

Rachel	Rachel	Rachelem	Racheli
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(dam

Radigund	Radigunda	Radigun-	Radigunde
----------	-----------	----------	-----------

Rebecca	Rebecca	Rebeccam	Rebecca
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Ro-

# 22 The Clerks Grammar.

Rose Rosa Rosam Rose

(dum

Rosamond Rosamunda Rosamun- Rosamunda

Rosemary Rosemaria rosemariam Rosemaria

Roxalane Roxalana Roxalanam Roxalane

S

S

S

S

Sabina Sabina Sabinam Sabina

Sabrina Sabrina Sabrinam Sabine

Sarah Sara Saram Sare

Sibil Sibilba Sibilam Sibilæ

Sophia Sophia Sophiam Sophia

Sophronia Sophronia Sophroniam Sophronia

Stella Stella Stellam Stelle

Susan Susanna Susannam Susanne

T

T

T

T

Tabitha Tabitha Tabitham Tabithæ

(rance

(tia

(tiam

(tiæ

Tempe- Temperan- Temperan- Temperan-

Thalestris Thalestris Thalestrem Thalestri

Theodora Theodora Theodoram Theodora

Theodosia Theodosia Theodosiam Theodosiæ

Thomasin Thomasina Thomasinam Thomasinæ

Tullia Tullia Tulliam Tullie

Va-



V V V V

Valeria	<i>Valeria</i>	<i>Valeriam</i>	<i>Valeria</i>
Venetia	<i>Venetia</i>	<i>Venetiam</i>	<i>Venetie</i>
Vesta	<i>Vesta</i>	<i>Vestam</i>	<i>Veste</i>
Urania	<i>Urania</i>	<i>Uraniam</i>	<i>Urania</i>
Ursley	<i>Ursula</i>	<i>Ursulam</i>	<i>Ursule</i>

W W W W

Wereburg	<i>Wereburga</i>	<i>Werebur-</i>	<i>Wereburgæ</i>
		(gam	
Winefride	<i>Winefrida</i>	<i>Winefri-</i>	<i>Winefride</i>
		(dam	

X X X X

Xantippe	<i>Xantippe</i>	<i>Xantippen</i>	<i>Xantippe</i>
----------	-----------------	------------------	-----------------

Z Z Z Z

Zenobia	<i>Zenobia</i>	<i>Zenobiam</i>	<i>Zenobie</i>
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Instru-

## 24 The Clerks Grammer.

Instructions for putting the several days of each Month into a Bond in proper Latine.

**N**Ote, The day of every Month must be put in the *Ablative*, and the Month it self in the *Genitive Case*; As for Example.

*Noverint universi per presentes me Thomam Fridwite de &c. teneri &c. Jacobo Malpas de &c. in decem libris bone &c. solvend. eidem Jacobo aut &c. ad quam quidem solutionem &c. obligo me &c. sigillo meo sigillat. Dat.*

Primo

Secundo

Tercio

Quarto

Quinto

Sexto

Septimo

Octavo

Nono

Decimo

Undecimo

Duodecimo

Terciodecimo

Quartodecimo

Quintodecimo

Die

Januarii

Februarii

Marcii

Aprilis

Maii

Junii

Julii

Augusti

Septembris

Octobris

Novembris

Decembris

Decimo

Decimo sexto  
Decimo septimo  
Decimo octavo  
Decimo nono  
Vicesimo  
Vicesimo primo  
Vicesimo secundo  
Vicesimo tercio  
Vicesimo quarto  
Vicesimo quinto  
Vicesimo sexto  
Vicesimo septimo  
Vicesimo octavo  
Vicesimo nono  
Tricesimo  
Tricesimo primo

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C

A

## 26 The Clerks Grammer.

*A Table of the years of the Kings Reign  
to be used in the Dates of Bonds.*

**N**Ote that King Charles the Second began his Reign the 30 day of January, 1648. at which time his Royal Father, of Glorious Memory, was most barbarously Murthered; so that *Anno Domini* 1649. is *Anno Regni Regis Caroli Secundi primo* (currente.)

*Anno Regni*

*An. Dom.*

Primo	1649
Secundo	1650
Tercio	1651
Quarto	1652
Quinto	1653
Sexto	1654
Septimo	1655
Octavo	1656
Nono	1657
Decimo	1658
Undecimo	1659
Duodecimo	1660
Decimo tertio	1661
Decimo quarto	1662
	Decimo

# The Clerks Grammar. 27

Decimo quinto	1663
Decimo sexto	1664
Decimo septimo	1665
Decimo octavo	1666
Decimo nono	1667
Vicessimo	1668
Vicessimo primo	1669
Vicessimo Secundo	1670
Vicessimo tertio	1671
Veceffimo quarto	1672
Vicessimo quinto	1673
Vicessimo sexto	1674
Vicessimo septimo	1675
Vicessimo octavo	1676
Vicessimo nono	1677
Tricessimo	1678
Tricessimo primo	1679
Tricessimo secundo	1680
Tricessimo tertio	1681
Tricessimo quarto	1682
Tricessimo quinto	1683
Tricessimo sexto	1684
Tricessimo septimo	1685
Tricessimo octavo	1686
Tricessimo nono	1687
Quadragesimo	1688
<i>Et sic de ceteris.</i>	

*The Names of all sorts of Coins (and parts of money which are most Current in England, from a Farthing to an hundred thousand pounds in English and Latine in the Nominative Case; as also in the Ab-lative, being the Proper Case for putting all sum. of money into Bonds.*

**A** Farthing  
 An Halfpeny  
 Three Farthings  
 A Peny  
 Two pence  
 Three pence  
 Four pence (a Groat)  
 Four pence half-peny

Five pence  
 Six pence  
 Seaven pence  
 Eight pence  
 Nine pence  
 Ten pence  
 Ten pence half-peny

Eleven pence  
 Twelve pence (one shilling)

Thirteen pence

Thirteen



Note, The first Collumn on the Right hand containes the Names of money put in the Nominative Case; and the other Collumn on the left hand contains the Names of money in the Ablative, or proper Case to be used in Bonds.

<b>Q</b> uadrans	<b>U</b> no Quadrante
Obolus	Uno obolo
Tres Quadrantes	Tribus Quadrantibus
Denarius	Uno Denario
Duo Denarii	Duobus Denariis
Tres Denarii	Tribus Denariis
Quatuor Denarii	Quatuor Denariis
Quatuor Denarii & dimidium unius Denarii	Quatuor Denariis & Dimidio unius Denarii
Quinque Denarii	Quinque Denariis
Sex Denarii	Sex Denariis
Septem Denarii	Septem Denariis
Octo Denarii	Octo Denariis
Novem Denarii	Novem Denariis
Decem Denarii	Decem Denariis
Decem Denarii & dimidium unius Denarii	Decem Denariis & Dimidio unius Denarii
Undecim Denarii	Undecim Denariis
Unus Solidus	Uno Solido
Unus solidus & unus denarius	Uno solido & uno denario

# The Clerks Grammer.

Thirteen pence half-peny

Fourteen pence

Fifteen pence

Sixteen pence

Seventeen pence

Eeigheten pence

Nineteen pence

Twenty pence

Twenty one pence

Twenty two pence

Twenty three pence

Twenty four pence, (or two shillings.)

Two shillings six pence, or half a Crown.)

Three shillings

Four shillings

Five shillings, (or a Crown

Six shillings

Seven shillings

Eight

Unus solidus, unus De-	Uno solido uno Den-
narius & obolus	rio & uno obolo
Unus solidus & duo	Uno solido & duobus
denarii	denariis
Unus solidus & tres	Uno solido & tribus
denarii	denariis
Unus solidus & qua-	Uno solido & quatuor
tuor denarii	denariis
Unus solidus & quin-	Uno solido & quinque
que denarii	denariis
Unus solidus & sex	Uno solido & sex dena-
denarii	riis
Unus solidus & septem	Uno solido & septem
denarii	denariis
Unus solidus & octo	Uno solido & octo de-
denarii	denariis
Unus solidus & novem	Uno solido & novem
denarii	denariis
Unus solidus & decem	Uno solido & decem
denarii	denariis
Unus solidus & unde-	Uno solido & undecim
cim denarii	denariis
Duo solidi	Duobus solidis
Duo solidi & sex de-	Duobus solidis & sex
narii	denariis
Tres solidi	Tribus solidis
Quatuor solidi	Quatuor solidis
Quinque solidi	Quinque solidis
Sex solidi	Sex solidis
Septem solidi	Septem solidis

Eight shillings

Nine shillings

Ten shillings

Eleaven shillings

Twelve shillings

Thirteen shillings

Fourteen shillings

Fifteen shillings

Sixteen shillings

Seaventeen shillings

Eighteen shillings

Nineteen shillings

Twenty shilling

A Guinea [or] one and twenty shillings  
and six pence.

A broad Piece of Gold, or three and twen-  
ty shillings and six pence.

A *Jacobus*, or five and twenty shillings and  
six pence.

Thirty shillings

Forty shillings

Fifty shillings

Sixty

Octo

Nov

Dec

Und

Duo

Tre

Qua

Qui

Sex

Sept

Octo

Nov

Vig

Gui

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Pec

v

Pec

Tr

Q

Q

be

to

S

be

to

S

be

to

S

<i>Octo solidi</i>	<i>Octo solidis</i>
<i>Novem solidi</i>	<i>Novem solidis</i>
<i>Decem solidi</i>	<i>Decem solidis</i>
<i>Unda cim solidi</i>	<i>Undecim solidis</i>
<i>Duodecim solidi</i>	<i>Duodecim solidis</i>
<i>Tresdecim solidi</i>	<i>Tresdecim solidis</i>
<i>Quatuordecim solidi</i>	<i>Quatuordecim solidis</i>
<i>Quindecim solidi</i>	<i>Quindecim solidis</i>
<i>Sexdecim solidi</i>	<i>Sexdecim solidis</i>
<i>Septendecim solidi</i>	<i>Septendecim solidis</i>
<i>Octodecim solidi</i>	<i>Octodecim solidis</i>
<i>Novendecim solidi</i>	<i>Novendecim solidis</i>
<i>Viginti solidi</i>	<i>Viginti solidis</i>
<i>Guinea aurea [five] vi-</i>	<i>Guinea aurea [five]</i>
<i>ginti unus solidi &amp;</i>	<i>viginti uno solidis</i>
<i>sex denarii.</i>	<i>&amp; sex denariis.</i>
<i>Pecia auri lata [five]</i>	<i>Pecia auri lata [five]</i>
<i>viginti &amp; tres solidi</i>	<i>viginti tribus solidis</i>
<i>&amp; sex denarii. uocq n9</i>	<i>&amp; sex denariis.</i>
<i>Pecia auri de cuneo Regis</i>	<i>Pecia auri de cuneo Re-</i>
<i>Jacobi [five] viginti</i>	<i>gis Jacobi [five] vi-</i>
<i>&amp; quinque solidi &amp;</i>	<i>ginti &amp; quinque soli-</i>
<i>sex denarii.</i>	<i>dis &amp; sex denariis.</i>
<i>Triginta sol. di</i>	<i>Triginta solidis</i>
<i>Quadraginta solidi</i>	<i>Quadraginta solidis</i>
<i>Quinquaginta solidi</i>	<i>Quinquaginta solidis</i>

Note this Method hath been used by the best Clarks, to go by shillings 'till you come to six pounds; and not the vulgar way, after 50 s. to say 3, 4, 5 pounds.

C 5,

Sexaginta

Sixty shillings  
 Seaventy shillings  
 Eighty shillings  
 Ninety shillings  
 One hundred shillings  
 Six pounds  
 Seaven pounds  
 Eight pounds  
 Nine pounds  
 Ten pounds  
 Eleaven pounds  
 Twelve pounds  
 Thirteen pounds  
 Fourteen pounds  
 Fifteen pounds  
 Sixteen pounds  
 Seaventeen pounds  
 Eighteen pounds  
 Nineteen pounds  
 Twenty pounds  
 Thirty pounds  
 Forty pounds  
 Fifty pounds  
 Sixty pounds  
 Seaventy pounds  
 Eighty pounds  
 Ninety pounds  
 One hundred pounds  
 Two hundred pounds  
 Three hundred pounds

Foure

Se  
 Sep  
 Of  
 N  
 Cen  
 Se  
 Sep  
 Of  
 N  
 De  
 Un  
 D  
 Tr  
 Q  
 Q  
 Se  
 Sep  
 Of  
 N  
 V  
 Tr  
 Q  
 Q  
 Se  
 Se  
 Of  
 N  
 Ca  
 D  
 T



Sexaginta solidi	Sexaginta solidis
Septuaginta solidi	Septuaginta solidis
Octoginta solidi	Octoginta solidis
Nonaginta solidi	Nonaginta solidis
Centum solidi	Centum solidis
Sex libra	S. x libris
Septem libra	S. ptem libris
Octo libra	Octo libris
Novem libra	Novem libris
Decem libra	Decem libris
Undecim libra	Undecim libris
Duodecim libra	Duodecim libris
Tresdecim libra	Tresdecim libris
Quatuordecim libra	Quatuordecim libris
Quindecim libra	Quind cim libris
Sexdecim libra	Sexdecim libris
Septend cim libra	Septendecim libris
Octodecim libra	Octodecim libris
Novendecim libra	Novendecim libris
Viginti libra	Viginti libris
Triginta libra	Triginta libris
Quadrageinta libra	Quadrageinta libris
Quinquaginta libra	Quinquaginta libris
Sexaginta libra	Sexaginta libris
Septuaginta libra	Septuaginta libris
Octoginta libra	Octoginta libris
Nonaginta libra	Nonaginta libris
Centum libra	Centum libris
Ducenta libra	Ducentis libris
Trescenta libra	Trescentis libris
	Quadringentis

Four hundred pounds  
 Five hundred pounds  
 Six hundred pounds  
 Seaven hundred pounds  
 Eight hundred pounds  
 Nine hundred pounds  
 One Thousand pounds  
 Two Thousand pounds  
 Three Thousand pounds  
 Four Thousand pounds  
 Five Thousand pounds  
 Six Thousand pounds  
 Seaven Thousand pounds  
 Eight Thousand pounds  
 Nine Thousand pounds  
 Tenn Thousand pounds  
 Eleaven Thousand pounds  
 Twelve Thousand pounds  
 Thirteen Thousand pounds  
 Fourteen Thousand pounds

Fifteen Thonsand pounds  
 Sixteen Thousand pounds  
 Seaventeen Thousand pounds  
 Eighteen Thousand pounds  
 Ninteen Thousand pounds  
 Twenty Thousand pounds  
 Thirty Thousand pounds  
 Forty Thousand pounds

Fifty

Quad  
 Quing  
 Sexce  
 Septin  
 Octin  
 Noni  
 Mills  
 Duo  
 Tres  
 Qua  
 Quin  
 Sex  
 Sept  
 Octo  
 Nov  
 Dec  
 Und  
 Du  
 Tre  
 Qu  
 Qu  
 Sex  
 Sep  
 Oct  
 No  
 Vi  
 Tr  
 Q

Quadringenta libra	Quadringentis lib. is
Quingenta libra	Quingentis libris
Sexcenta libra	Sexcentis libris
Septingenta libra	Septingentis libris
Octingenta libra	Octingentis libris
Noningenta libra	Noningentis libris
Mille libra	Mille libris
Dua mille libra	Duabus mille libris
Tres mille libra	Tribus mille l. b is
Quatuor mille libra	Quatuor mille libris
Quinque mille libra	Quinque mille libris
Sex mille libra	Sex mille libris
Septem mille libra	Septem mille libris
Octo mille libra	Octo mille libris
Novem mille libra	Novem mille libris
Decem mille libra	Decem mille libris
Undecim mille libra	Undecim mille libris
Duodecim mille libra	Duodecim mille libris
Tresdecim mille libra	Tresdecim mille libris
Quatuordecim mille li- bra	Quatuordecim mille li- bris
Quindecim mille libra	Quindecim mille libris
Sextdecim mille libra	Sextdecim mille libris
Septendecim mille libra	Septendecim mille libris
Octodecim mille libra	Octodecim mille libris
Novendecim mille libra	Novendecim mille libris
Viginti mille libra	Viginti mille libris
Triginta mille libra	Triginta mille libris
Quadraginta mille li- bra	Quadraginta mille li- bris

Quinta-

# 38 The Clerks Grammar.

Fifty Thousand pounds

*Quinquaginta mille librae*      *Quinquaginta mille libris*

Sixty Thousand pounds

*Sexaginta mille librae*      *Sexaginta mille libris*

Seaventy Thousand pounds

*Septuaginta mille librae*      *Septuaginta mille libris*

Eighty Thousand pounds

*Octoginta mille librae*      *Octoginta mille libris*

Ninety thousand pounds

*Nonaginta mille librae*      *Nonaginta mille libris*

One Hundred Thousand pounds

*Centum mille librae*      *Centum mille libris.*

**N**ote if a Bond be made from one to one, you must say when you come to the words Obligatory, viz. *Ad quam quidem solutionem bene fideliter faciend' obligame Heredes Executores & Administratores meos firmiter per Presentes.* If the Bond be made from two to one or more, you must say *Obligamus Nos & utrumque nostrum Heredes Executores & Administratores nostros & utriusque nostri per se pro toto & in solido firmiter per Presentes.* But if there be three Persons or more bound in the Bond, you must say *Obligamus Nos & quemlibet Nostrum Heredes Executores & Administratores nostros & cuiuslibet Nostrum per se pro toto & in solido firmiter per Presentes.*

*Ad*

Conditions of Bonds.

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*The Condition of a Bond to pay money at a day.*

**T**He Condition of this Obligation is such, That if the within Bounden *I. K.* and *L. M.* or either of them, the Heirs, Executors or Administrators of them or either of them, do well and truly satisfie, content and pay, or cause to be well and truly satisfied, contented and paid unto the within named *N.O.* his Executors, Administrators and Assigns, the full sum of forty pounds of lawful Money of *England*, upon the Second day of *February* next ensuing the date hereof, at or in the *Middle-Temple-Hall London*, without fraud or delay, Then this present Obligation to be void and of none effect, or else to stand, remain and be in full force, strength and vertue.

*The*

*The Condition of a Bond to pay money at the  
return of one from a Journey, or the  
time of his marriage.*

**T**He Condition of the Obligation is such,  
That whereas the within named *P. R.*  
hath Bargained and Sold to the within  
bounden *S. T.* one round flat Watch with  
an Enamel'd Case for the sum of Ten  
pounds of lawful Money of *England*: If  
therefore the within bound *S. T.* his Execu-  
tors or Administrators shall and do well and  
truly pay or cause to be paid unto the said  
*P. R.* or his Executors or Assigns, the said  
Ten pounds in manner following, That is  
to say, at or upon the day of the coming  
of the said *S. T.* unto the Town of *V.* from  
the City of *W.* or within ten days next  
after his said arrival, or at or upon the day  
of the Marriage of him the said *S. T.* or at  
or upon the decease of the said *S. T.* or the  
first of the said days or terms, which shall  
happen after the date hereof, then this  
Bond to be void and of none effect, or else  
to stand, remain, and be in full force and  
vertue.



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### *A Condition for the payment of Childrens Portions.*

**T**He Condition of this Bond is such, That if the above bound *A. B.* his Heirs, Executors or Administrators, or any of them do well and truly pay and deliver, or cause to be paid and delivered unto the above named *C. D. E. F.* and *G* natural Children of the above named *H.* late of *I.* afore said, their late father Deceased, their several filial Portions, or Childs parts of the Goods and Chattels of their said late Father according to the Inventory thereof and also account and render unto them all other their Rights due unto them by virtue of the last Will and Testament of their said Father when they come to lawful Age of One and twenty years, or be Married, or require the same, and also honestly according to their degrees Educate and bring up the said Children during their Nonage, with Meat, Drink, Apparel and Learning. And if it happen any of the said Children to dye before they come to a lawful Age or Married as afore said, Then if the said *A. B.* do not content and pay the portion and other Rights of him, her or them, so dying to whom the Law shall appoint the same

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same, and also shall save harmless the above named Right Reverend Father in God *L.* Lord Archbishop of *Canturbury* and Mr. *M. N.* his Commissary aforesaid and all other his Officers and Ministers against all men by reason of the premises. Then this Bond shall be void, &c. otherwise to stand and be in full force, strength and vertue.

### *A Condition to make a Joynture.*

**T**He Condition of this Bond is such, That whereas the within Bound *O. P.* doth intend (God willing) to Marry and take to wife *Rosamond* the Daughter of *Samuel Thorogood* within named, If therefore the said *O. P.* his Heirs or Assigns within the term of one year next after the Date of these Presents do and shall convey and assure or cause to be conveyed and assured unto the within named *S. T.* and *V. W.* and their Heirs so much Lands, Tenements and Hereditaments lying in the County of *Y.* as then at the assurance making shall be, and so continue to be of the clear value of &c. *per annum* over all Charges and Reprises, To have and to hold the said Lands, Tenements & Hereditaments unto the said *S. T.* and *D. W.* and their Heirs to the use of

## The Clerks Grammar.

of him the said *O.P.* and *Rosamond* his now intended wife and their Heirs for ever, and also if the said *O.P.* or his Heirs within 7 years next ensuing shall purchase so much other Lands and Tenements as shall amount to the value of Thirty pounds *per annum* and shall make the like Conveyance and assurance of them to the said *S. T.* and *D.W.* and their Heirs to the use aforesaid, Then this Bond to be void, &c.

### *A Condition to save harmless.*

**T**HE Condition of this Bond is such, That whereas *Z. A.* of *B.* in the County of *C.* aforesaid at the instance and request of *D.E.* aforesaid, and for his only and proper Debt doth stand bound unto *F.G.* of *H.* in the County of *I.* Gent. in one Bond or Writing Obligatory of the penal sum of one hundred pounds dated with these Presents as by the same Relation being thereunto had will appear, If therefore the said *D.E.* his Heirs, Executors and Assigns, shall and do from time to time and at all times hereafter acquit, discharge, defend, keep and save harmless the said *Z. A.* of and from all manner of Actions and Suits, Arrests, Troubles, Charges and Damages, whatsoever that shall or may happen to grow, arise or accreu, for or by reason of  
the

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the said recited Bond or Writing Obligatory, or any matter, cause or things relating to or concerning the same, Then this Bond to be void and of none effect, or else, &c.

#### *A Condition to perform Covenants.*

**T**HE Condition of this Bond is such, That if the within bound *L. M.* &c. do and shall from time to time and at all times hereafter, well and truly observe fulfill, perform, and keep all and singular the Covenants, Grants, Articles, Payments, Promises and Agreements, which on the part and behalf of the said *L. M.* his Heirs, Executors, &c. or any of them are to be observed, fulfilled, performed, and kept, contained and specified in one pair of Indentures bearing Date the third day of *March* in the year of Lord 1669. made between the said *L. M.* of the one part, and the within named *N. O.* on the other part, according to the true intent and meaning of the said Indenture, Then this Obligation to be void, &c. else &c.

*The*

*The Condition of a Bail-Bond.*

**T**He Condition of this Bond is such, That if the above bounden *P. R.* do appear before our Sovereign Lord the King in his Court of *Kings Bench*, at *Westminster*, *die sabbati proxime post octabas Sancti Hillarii* to answer *S. T.* in a Plea of Trespass, &c. Then this Bond to be void and of none effect, or else to stand and remain in full force and vertue.

*A Condition to perform an Award.*

**T**He Condition of this Bond is such, That if the above bound *V. W.* his Executors and Administrators and every of them for his and their part in all things do well and truly stand to, obey, perform, fulfill and keep the Award, arbitrement, order, rule, doom, judgment and final determination of *Y. Z. A. B. C. D.* and *E. F.* Arbitrators indifferently chosen, nominated and appointed as well on the part and behalf of the said *E. W.* of the one part, as on the part of the above named *G. H.* on the other part, to arbitrate, award, order, judge of and determine all and all manner of Actions, suits, debts, accounts, trespasses, controversies



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troverfies, and demands whatfoever had Perfo  
moved, stirred or depending or which refo  
might have been had or moved between in th  
the fame parties at any time before the Saba  
date of thefe presents, fo always as the not v  
fame Arbitrators do make their Award in th  
and Judgment of and concerning the Pre-evil  
mises by a Writing indented under all their othe  
Hands and Seals at or before the fourthing t  
day of *April* next coming ready to be de and  
livered to the faid parties, Then this bond Lod  
to be void and of none effect, or else to time  
ftand, remain and be in full force and ver Lod  
tue. keep  
niza  
forc

### *A Condition for keeping of an Alehoufe*

**T**HE Condition of this Recognizance is  
fuch, That whereas the within Boun  
den *Jeffery Kent* is appointed to keep a  
Common Alehoufe at *Leicefter*, Now i  
he faid *Jeffery Kent* do obferve, keep and  
ufe, or caufe to be kept and ufed, good  
and honeft Rule, and Conversation in the  
fame Alehoufe, and do not in the fame  
fupport and maintain or fuffer to be kept  
exercifed or ufed any unlawful Games pro  
hibited by the Laws and Statutes of this  
Realm, and efpecially by men Servants  
Apprentices, Common Labourers, or idle  
person



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had Persons; and also do not keep Tipling, or which resort to any Persons in the same Ale-house ween in the Hours of Divine Service, on the e the Sabbath day or other Festival Days, and do s thenot willingly Lodg, Support, or Maintain ward in the same Alehouse, Men or Women of Pre-evil Name, Fame, or Condition, or any their other unruly and disorderly Persons, know- urching them to be of such sort and Condition, e de and also prepare two wholsome Beds to bond Lodg in such travelling Persons as from se to time to time shall happen to have need of ver Lodging, during the Term that he shall keep the same Alehouse; then this Recognizance to be void, or else to stand in full use force, &c.

*Not to Revoke a Grant of the Office of a Receiver made by the Obligor by Letter of Attorney.*

**T**He Condition, &c. that whereas the above bounden R. B. by his deed bearing date with these presents, hath granted unto the abovenamed C. D. the several Offices of Bayliwick and Receivorship of all the Rents, Issues, Profits and Commodities Issuing and coming Out, of or from all and Singular the Lands, Tenements, Rectories, Tithes, Liberties and other He- redi-

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reditaments, which the said *R.* now hath or  
and holdeth for the Term of divers years *R. B.*  
yet to come and unexpired of the Demise at a  
Lease, or Grant of *B. S.* To have and to  
Hold the same several Offices unto the said *C. D.*  
*C. D.* or his Lawfull and Sufficient Deputy peace  
from the day of the date of the said Deed and  
for and During the rest and residue of the fines  
said Term of years granted by the said very  
lease which are yet to come and unexpired and  
if the said *R.* so long should live As by the pro  
said Deed more at large appeareth, If there cou  
fore he the said *R. B.* do not, or shall to b  
not, at any time hereafter, Revoke, o swe  
Disanul the said Deed, nor the Power And  
and Authority thereby given and granted any  
to the said *C. D.* but do and shall from time man  
to time, and at all times, during the Term shal  
aforesaid, in manner and form aforesaid me  
Avow and Justifie all and every lawful ad in c  
and thing whatsoever, which he the said C pat  
*D.* or any other Person or Persons by his nec  
Command, Direction, or appointment cel  
shall do or cause to be done in or about the ing  
Rule, Order and Government of the said oth  
Messuage, Lands, Tenements, Tithes, and do  
other the Premises, and of every part and me  
parcel thereof, as also for, in, and about ha  
the Receipt, Collecting and gathering of  
the Rents, Revenues and Profits thereof

hath or of any part thereof, and if also the said  
 year R. B. do and shall from time to time, and  
 mise at all times hereafter, during the continu-  
 and to-ance of the said Lease to him, made as a-  
 e said-fore said Permit and suffer the said C. D.  
 puty peaceably and quietly to Collect, Gather,  
 Deed and Receive all the Rents, Revenues, Is-  
 F the- sues and Profits of the Premises, and of e-  
 said-very part thereof, and the same to retain  
 ired and keep in his own hands, and to his own  
 y the- proper use and behoof without any Ac-  
 here- count, Recompence or other Satisfaction  
 shal- to be given thereof, or therefore to be an-  
 , or- swered made or demanded for the same;  
 owe And further, if neither the said R. B. nor  
 anted any other Person or Persons, by his com-  
 time- mandment means or procurement, do or  
 Term shall at any time or times hereafter Inter-  
 said- meddle with, or by any means have to do  
 ul ad- in or with the having Rule, Use, or Occu-  
 id O- pation of the said Messuages, Lands, Te-  
 y hi- nements, and Premises, or any part or par-  
 ent- cel thereof, or in or with the Receipt hav-  
 t the- ing or taking of the Rents, Revenues, or  
 e said- other profits thereof (except the same be  
 , and- done by and with the Consent and Agree-  
 t and- ment of the said C. D. under his hand first  
 about- had and obtained) That then, &c.

D

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### *A Condition of a Counter-Bond.*

**T**He Condition, &c. That if the above bound *T. M.* his Heirs, Executors, or Administrators or any of them shall from time to time for ever hereafter acquit, discharge, save, defend and keep harmless the above named *F. G.* his Heirs, Executors, Administrators, and every of them against *T. P.* of, &c. his Executors and Administrators, of, for, and upon, touching and concerning one writing Obligatory, bearing Date the day of the Date of these presents, wherein the said *F. G.* together with the said *T. M.* and for the proper and only Debt of the said *T. M.* stand joyntly and severally bound unto the said *T. P.* in the penalty of 100*l.* with Condition under written, for the payment of 53*l.* of &c. upon the 9<sup>th</sup>. day of *7.* which shall be in the year 1659, at or in the now Mansion-house of the said *T. P.* in *R.* aforesaid [as by the said Obligation and Condition thereof more at large appeareth:] And further if the said *T. M.* his Heirs, Executors, Administrators or some of them shall deliver or cause to be delivered out unto the said *F. G.* his Heirs, Executors and Administrators, the said Obligation to be Cancelled,

or

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or else some other sufficient discharge in Law for the same, at or before the 9<sup>th</sup>. of O. next ensuing after the aforesaid 19<sup>th</sup>. of J. That then, &c.

*For the good behaviour.*

**T**He Condition, &c. That if the within bounden *A. B.* do at all times hereafter both in word and Deed, use, bear and behave himself well, honestly and quietly towards all his Majesties Liege People, and especially towards *C. D.* so as by any Act, Speech, or thing that by the said *A. B.* shall be committed, done, reported or spoken the said *C. D.* be not at any time hereafter, either in his Body or Goods, molested, vexed, or troubled, neither his good name or fame Impeached, Slandered or taken away, That then, &c.

*That the Father shall not sell his Land from his Eldest Son.*

**T**He Condition, &c. That if the above bounden *A. B.* do not at any time or times hereafter, alien, sell, give, grant or otherwise Incumber any of the Lands, Tenements, or Hereditaments, whereof the said *A. B.* the day of the date  
D 2 hereof,



hereof, or any other Person or Persons to his use standeth or stand seised in Possession or Reversion of any Estate of Inheritance within the County of S. and H. or either of them, or elsewhere within the Realm of England, but do suffer all and singular his Lands, Tenements and Hereditaments, and every of them Lineally to descend and come unto R. B. Son and Heir apparent to the said A. B. according to the course of the Common Laws of this Realm without any manner of alienation or other Charges or Incumbrances whatsoever to be had, made, done or suffered by the said A. B. or any other Person or Persons, by his means, privity, consent, or procurement, That then, &c.

*To make an Estate in Lands.*

**T**He Condition, &c. That if the within bounden A. B. his Heirs or Assigns or any of them; shall before the feast of, &c. make, assure, and convey unto the within named C. D. his Heirs and Assigns, or to such Person or Persons and their Heirs, as he the said C. D. his Heirs or Assigns shall nominate and appoint to have and to hold, to him the said C. D. his Heirs and Assigns, or to the said Person or Persons, by



by him or them to be Nominated, as afore-  
said for ever, a good sure sufficient and in-  
defeasable Estate in the Law, in pure and  
absolute fee simple without any Limitation  
or Condition, of, and in, all that his Mes-  
suages Lands, Tenements, Fields, Clo-  
sures, Pastures, Yards, Orchards, Gar-  
dens, Mores, Mosses, Commons, Turba-  
ries, Woods, Waters, Wayes and Here-  
ditaments whatsoever, Parcel of the Inhe-  
ritance of the said *A. B.* in *L.* in the Coun-  
ty of *L.* and at this present, and heretofore  
Enjoyed and Occupied by the said *C. D.* or  
his Assignee or Assignes as Tenant to the  
said *A. B.* by Deed, Fine, Feoffment, Re-  
covery, Release, with Warrantry, or by  
any other good Conveyance and Assurance  
in the Law whatsoever, at the cost and  
charges in the Law of the said *C. D.* or his  
Heirs as by the learned Council of the said  
*C. D.* his Heirs, or Assigns shall be reason-  
ably devised, or advised. The same Mes-  
suages, Lands, Tenements and all other  
the premises with their Appurtenances, to  
be then and at all times thereafter, clearly  
discharged of and from all former Bar-  
gains, Sales, Tithes, Charges, Incumbran-  
ces, Lawful Claims, and Demands, what-  
soever, That then, &c.

D. 3.

For

*For the Truth of an Hired Servant.*

**T**He Condition, &c. That whereas the within bounden *A. B.* is become the hired Servant of the within named *C. D.* and hath Covenanted to serve the said *C. D.* as his hired Servant, from the day of the date within written, for a certain time between them agreed: If therefore the said *A. B.* at all and every time and times hereafter, during all such time as the said *A. B.* shall continue and be the servant of the said *C. D.* or ought to serve the said *C. D.* do well, faithfully, truly and diligently serve the said *C. D.* as well within the Realm of *England*, as elsewhere within his Majesties Dominions in all and every the lawful affairs and business of the said *C. D.* whatsoever, so as the said *C. D.* be not hurt, harmed or damnified by or through the untruth or negligence of the said *A. B.* and also if the said *A. B.* do well and truly make and deliver, or cause to be made and delivered to the said *C. D.* his Executors or Administrators a true, plain and perfect Accompt and Reckoning with true payment and Delivery of all and singular such Money, Goods, and Wares as shall from time to time come to the hands and

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&c.

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and possession of him the said *A. B.* during the said Term and Time, That then, &c.

*Not to Sue for Lands or Goods.*

**T**HE Condition of this Obligation, &c. That if neither the above bounden *A. B.* his Heirs, Executors, or Assigns, nor any of them, nor any other Person or Persons, claiming from, by, or under them or any of them, or by their or any of their means, procurement or assent, do at any time hereafter, after the Death of *G. H.* of &c. Esq; Father of the said *E.*, Implead, Sue, Disturb, Trouble, Molest or Impeach *S. L.* Daughter of *W. G.* Deceased, wife of the said *T. L.* and Mother of the said *E.* of or for any Estate, Right, Title, Interest or Demand, of, in, or to any of the Messuages, Lands, Tenements, Hereditaments, Goods or Chattels of the said *B.* by reason or colour of the Intermarriage between him the said *T. L.* and the said *S. L.* nor shall or do in any wise attempt to avoid or impeach the Marriage between her the said *S.* and the said *T. L.* or the Decree heretofore had and pronounced between the said *T. L.* and *E.* Daughter of *W. G.* deceased, That then, &c.

*For Delivery of Wheat,*

**T**HE Condition of this Obligation is such, that if the within bounden *A. B.* his Executors, &c. or any of them do deliver, or cause to be delivered to the within named *C. D.* his Executors, &c. 20 Quarters of good sufficient, sweet and Merchantable Wheat at the now dwelling House of the said *C. D.* situate, &c. in manner and form following, that is to say 5 Quarters thereof at or before the day of &c. That then, &c.

*To save Lands from Incumbrances.*

**T**HE Condition, &c. That whereas the within bounden *A. B.* by his Deed bearing date, &c. for the Consideration in the said Deed specified, hath granted, sold, bargained and enfeoffed and confirmed unto the within named *C. D.* his Heirs and Assigns for ever, all that his piece or parcel of Land situate, lying and being in, &c. as if the said parcel of Land, with the Appurtenances, by the said Deed granted, Bargained and sold the day of the date hereof, is, and at all times hereafter shall be clear and clearly acquitted or discharged,

ed, or sufficiently saved harmless, of and from all and every former Bargains, Sales, Gifts, Grants, Statutes, Merchant and of the staple, Recognizances, Annuities, Fees, Joyntures, Dowers, Fines, Wills, Uses, Intails, Fines for Alienations, Intrusions, Arrearages, of Rents, and of and from all and every other Charges, Titles, Troubles, and Incumbrances, whatsoever, had made, committed or done by the said *A. B.* and also if the said *A. B.* and his Assigns, and all and every other person or persons lawfully having or claiming any Right, Estate, Title, Interest, or Demand in and to the premises or any part thereof, by or from the said *A. B.* or his Assigns at all times hereafter, and from time to time upon the Reasonable Request, and at the Cost and Charges of the said *C. D.* his Heirs or Assigns, do make knowledge, and suffer to be made, done and knowledged all and every such lawful and reasonable Act and Acts, Demise and Demises thing and things, of assurance in the Law whatsoever, with warranty against the said *A. B.* and his Heirs, as shall be reasonably devised or advised, for the further, better, and more perfect assurance, sure making & conveying of the said piece of Land, & all other the Premises, by the said Deed granted



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unto the said C. D. his Heirs and Assigns, to his and their own use, be it by Deed or Deeds, &c. That then, &c.

## *For Enjoying of Lands for a Term.*

**T**He Condition, &c. Whereas the above bounden A. B. for and in consideration of the Sum of 20*l.* of, &c. to him the said A. B. by the above named C. D. well and truly contented and paid the Receipt whereof the said A. B. hereby acknowledgeth, and thereof doth absolutely discharge the said C. D. his Executors, and Administrators by these presents Hath Demised, Granted, Assigned and set over unto the said C. D. his Executors, Administrators and Assigns, all that Close, Inclosure or Parcel of Land, being part of the farm or tenement of him the said A. B. lying and being in D. aforesaid, commonly called or known by the name of H. or by what other name the same is called or known, containing by Estimation six Acres or thereabouts, whether more or less, and also one Bay of Building parcel of a Barn, of the said A. B. in D. aforesaid with an out let thereunto adjoyning with free and full liberty to thresh Corn in and upon the boarded Bay or Threshing Floor, which



which is next adjoyning to the said Bay, and out let of the said Barn, and now or late in the Tenure and Possession of the said *A. B.* or his Assigns, together with all Ways, Waters, Gates, Stiles, Hedges, Fences, Ditches, Underwoods, to fence the hereby Demised Premisses withal, and to and for all Tenantly uses, profits, Commodities and Advantages whatsoever, to have and to hold the said Close or parcel of Land, Bay, Out-let, and Threshing Floor, or Bay of the said Barn and all other the fore Demised Premisses, with the Appurtenances unto him the said *C. D.* his Executors, Administrators and Assigns, from the Feast day of St. *M.* next and immediately ensuing the date hereof, for and during the term of three years then next following, fully to be compleat and ended under the yearly Rent of one Pepper Corn: if it be lawfully demanded for all Rent and Services whatsoever, and fully and freely discharged, or sufficiently kept harmless from all other and former Bargains, Titles, Troubles and Incumbrances whatsoever, if therefore the above bounden *A. B.* his Executors and Administrators and every of them, do and shall from henceforth during the said Term of three years permit and suffer the said *C. D.* peaceably

peaceably and quietly to have, hold, use, occupy and enjoy the said Close or parcel of Land, Bay, Out-let and Threshing-floor, and all other the Premises with the Appurtenances without the Let, Hindrance, Interruption, or Disturbance of him the said *A. B.* his Executors, Administrators or Assigns, or any other person or persons whosoever, That then, &c.

*An Indenture between the Scavenger and the Raker for Cleansing the streets.*

**T**His Indenture made the &c. Between *N. O. P. Q.* Citizens of *London*, Scavengers of and for the Parish of &c. on the one Part and *R. S.* &c. of the other part, Witnesseth that the said *R. S.* in Consideration &c. of the sum of &c. to him to be paid in such form as hereafter in these presents is expressed doth Covenant, Promise, and Grant for himself &c. in manner and for following, (that is to say) that he the said *R. S.* his Executors, Administrators or Assigns shall and will (at his and their own proper Costs and Charges) Cleanse and make clean or cause to be cleansed and made Clean in the Parish of &c. all the Streets, Lanes, Allies and other places whatsoever within the said Pa-

*in*

rish as the same have been heretofore used and accustomed to be Cleaned and made Clean by any Carter or Raker on that behalf appointed, from the *Monday* next after the Feast of *Epiphany* of our Lord commonly called *Twelfth-day* next ensuing the date hereof, untill the *Monday* next after the *Epiphany* of our Lord which shall be in the year &c. three times in every week, weekly during the said term, to wit, on every *Tuesday*, *Thursday*, *Saturday*, and also at all other such times and days as the Lord Mayor of the same City of *London* for the time being, the Alderman of the Ward, his Majesties Privy Council, or the Common Council of the City of *London*, or any of them shall appoint or command the same, and from thence shall carry away and convey all such Channel Dirt, Filth, Seacoal-ashes, sweepings of Houses and Streets, Lanes and Allies, and other places within the said Parish, unto some convenient place or places, to be provided by the said R. S. his Executors, Administrators or Assigns, at his and their proper Costs and Charges (all Rubbish and Rushes as shall happen to be laid out of the Parish Church &c. during the said term only excepted) And further that he the said R.S. his Executors, Administrators or Assigns, shall and will

will from time to time, and at all times during the said term clearly acquit, exonerate and discharge and save harmless the said &c. And each of them respectively and their successors in the said Office of Scavenger during the said term, of and from all manner of Costs, Charges, Imprisonments, Expences and Damages whatsoever by them or any of them to be had or sustained or otherwise put unto, during the said term, for or by reason of any negligence or default of the said R. S. his &c. in the Premisses or any part thereof, and we the said N.O. and P.Q. do Covenant &c. to pay &c. in manner following, that is to say &c. In witness.

*Words to be used upon the delivery of a Possession.*

**I** Do deliver you Possession and Seisin of this House or of this part of Land in the name of the whole or of all the rest contained in this Deed or Indenture, to you and your Heirs and Assigns for ever according to the Tenor, Form and Effect of this present writing or Indenture.

*The*

*The manner of Indorsing an Attornment  
of Tenants.*

**M**emorandum, That *A. B.* of &c. Assign of *C. D.* and the rest of the Tenants and Farmers of the Premises within mentioned by vertue of several Leases thereof made unto them by the within named *E. F.* did severally Attorn and become Tenants to and for their several and respective interests in the Premises to the with in named *G. H.* this present 12th day of &c. and the several Tenants and every of them, have given unto the said *G. H.* one Penny in the name of Attornment in the presence of, &c.

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Confid.



## Considerations.

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*A President containing divers Considerations, Grants, Reservations, Habendums, Redendums and Covenants, &c. useful for the making all sorts of Leases, or almost any other Conveyances.*

### *I. Consideration.*

**T**HIS Indenture made &c. Between *A.* *B.* of the one part, and *C. D.* of &c. of the other part, Witnesseeth, That the said *A. B.* for and in Consideration of the sum of &c. of lawful money of England to him in hand paid by the said *C. D.* the receipt whereof he the said *C. D.* doth hereby acknowledge and thereof and of every part, thereof doth Acquit, Release and for ever Discharge the said *C. D.* his Heirs, Executors and Administrators and every of them by these presents.

### *II. Consideration.*

For and in Consideration of the yearly Rents and Covenants hereafter in and by these presents reserved and contained.

*Con-*



*III. Consideration.*

For and in Consideration of the Natural love and affection which the said *A.B.* hath and beareth towards the said *C. D.* his now wife, and for her better preferment and advancement in living, in case she happen to survive and out live the said *A.B.* her Husband.

*IV. Consideration.*

For and in Consideration of the Natural love and affection which the said *A.B.* hath and beareth towards the said *C. D.* (one of his younger Sons) and to the end the said *C. D.* may be the better enabled to advance himself in Marriage, and make a Competent Joynture unto such Wife as he shall happen to Marry, and for the better preferment and maintenance of him the said *C.D.*

*V. Consideration.*

For and in Consideration of a Marriage (by Gods permission) shortly to be had and solemnized between the said *C.D.* Son and Heir Apparent of the said *A.B.* and *M.A.* one of the Daughters of *F.A.* of &c. Esquire and for a competent Joynture to be

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be had and made to and for the said *M. A.* in lieu and recompence of all such Dower and Thirds which the said *M. A.* may have or claim to have of and in any of the Tenements, &c. whereof the said *C. D.* is or shall be seized during the Coverture between them, And for and in Consideration of one thousand pounds of lawful Money of *England* in hand paid to the said *A. B.* by the said *F. A.* and for and in Consideration of the Natural love and affection which the said *A. B.* hath and beareth to the said *C. D.* his Son, and towards the Heirs Males of his own body, and for the settling and establishing of all and singular the Mannors, &c.

### *VI. Consideration.*

For and in Consideration of the good, acceptable and profitable service heretofore done and performed and hereafter to be done and performed by the said *C. D.* unto the said *A. B.* and his Family.

### *Grant.*

Hath Granted, Bargained and Sold, Aliened, Enfeoffed and Confirmed, and by these presents doth &c. unto the said *C. D.* and his Heirs all those &c.

Hath

Hath Demised, Granted and to Farm letten, and by these presents doth &c: unto the said *C. D.* &c. his Executors, Administrators, and Assigns all those.

*Habendums.*

To have and to hold the said Capital Messuage &c. unto the said *C. D.* his Heirs and Assigns for ever, To the only proper use and behoof of him the said *C. D.* his Heirs and Assigns for ever.

To have and to hold the said Messuage, &c. unto the said *C. D.* his Heirs and Assigns for ever to the uses, intents, and purposes hereafter in these presents expressed, limited and declared, and to no other use, intent or purpose whatsoever (that is to say) To the use of, &c.

To have and to hold unto the said *C. D.* for the term of his natural life, and from and after his decease the remainder thereof unto the said *E. F.* for the term of his natural life, And from and after the decease of the said *F. G.* for the term of his natural life, &c.

To have and to hold unto the said *C. D.* his Executors and Assigns, for and during the full term of ninety nine years, from thence next ensuing fully to be compleat and ended, If *A. B.* and *C.* three of the  
- Chil-

Children of the said C.D. or any them shall happen so long to live.

*Reddendums.*

**Y**Eilding and paying therefore yearly during the said term unto the said A. B. his Heirs and Assigns without demand the rent or sum of &c. *per annum* at the four usual Feasts in the year (that is to say) at &c. by even and equal proportions, The first payment thereof to begin at such of these Feasts as shall happen next after the said Feast of &c.

*Rents for Lands plowed, &c.*

**A**Nd yeilding and paying unto the said A. B. his Heirs and Assigns at the place aforesaid, and without any demand for every Acre of the said Demised premises which shall be Eared, Digged or Plowed for or Sowed with any manner of Corn, Roots, Hops, or other Grain, during the said term at any time aforesaid the annual or yearly sum of five marks for every time and so long time as the same shall be Eared, Digged, Plowed or Sowed, as aforesaid at the said Feasts by equal portions.

*Herriots.*

*Herriots.*

**Y**Eilding and paying unto the said *A. B.* his Heirs or Assigns, at or upon the death or decease of the said *C. D.* and of every person and persons dying Tenant in Possession of the Premises, or any part thereof the best Beast or Goods, whereof the said *C. D.* and every other person or persons dying Tenant as aforesaid shall be possessed off, at the time of his or their death, or else the sum of five pounds of lawful money of *England*, at the Election of the said *A. B.* his Heirs and Assigns for and in the name of an Herriot, &c.

*Rent Corn.*

**Y**Eilding and paying unto the said *A. B.* his &c. ten Bushels of clean dry and good Wheat, and twenty Bushels of clean dry and well made Mault, or else the sum of five pounds of lawfull Money of *England* at the Election of the said *A. B.* his Heirs and Assigns, the said Wheat or Mault, or Money to be yearly paid between the Feasts &c. upon demand.

*Work*



*Work days.*

**Y**Eilding, doing and performing yearly and every year during the said term, for the said *A. B.* his Heirs and Assigns four whole days work, either at the Cart or the Plow, at the Election of the said *A. B.* his Heirs and Assigns, with a sufficient Cart or Plow, and good and able Horse Beasts furnished, and two able Men to work therewith, at such days and times, and in such sort within the said Mannor of *L.* As the said *A. B.* his Heirs and Assigns shall limit and appoint.

*Suit of Court.*

**A**Nd also doing and performing therefore yearly suit of Court to the Courts of *K. L.* aforesaid To be from time to time holden or kept at or for the said Mannor of *K.* and there to do and yield such other service at every of the said Courts as ought to be done by the said Customary Tenants of the said Mannor, or any of them in any of the said Courts.

*Remedies for Rent.*

**A**Nd if it shall happen the said yearly Rent of two pounds *per annum* and the said Rent of five Marks *per annum* for each Acre



Acre which shall be Eared, Digged, Plowed or Sowed as aforesaid or the said Herriot, Rent, Corn, &c. to be behind and unpaid in part or in all, at the place aforesaid by the space of twenty days next after any of the Feast days or times in which the same ought to be paid as aforesaid, that then and without any demand to be made for the same the said C. D. his Executors and Assigns shall forfeit and loose unto the said A. B. his Heirs and Assigns the sum of ten pounds *nomine pene*, for every day that the said several Rents, Herriots, and other duties and things reserved, or any of them shall be so behind and unpaid and until such time as the said several Rents and other duties and things reserved, or such of them as shall be behind be fully satisfied and paid.

*Clauses of Distress.*

**A**Nd that then and so often it shall and may be lawful to and for the said A. B. his Heirs and Assigns into the said Lands and Premises, and every or any part thereof to enter and distrain without making of any demand of the said Rents or other duties and things reserved, or of the said penalties forfeited (*nomine pene*) or any or either of them as well for Rent and other duties

duties and things reserved as for the sum  
and sums of Money forfeited and lost  
*nomine pene*, and the distress and distresses  
there found to take, lead, drive, carry a-  
way and impound, and the same to im-  
pound, detain and keep until such time as  
he or they of the several Rents and of the  
Arrearages thereof and other duties and  
things reserved or such of them as shall  
happen to be unpaid and performed and  
also of the said sums forfeited and lost  
*nomine pene* be fully satisfied and paid.

*Clause of Reentry.*  
And if it shall happen the said yearly  
Rent of &c. or any part thereof to be be-  
hind and unpaid at the place aforesaid by  
the space of forty days next after any of the  
said Feasts or days in which the same ought  
to be paid as aforesaid, And no sufficient  
distress can and may be found or had in or  
upon the said Premises, that then and with-  
out any demand thereof it shall and may be  
lawful to and for the said A. A. his Heirs and  
Assigns into the said Messuages and Premises  
and every part thereof in the name  
of the whole wholly to reenter and the same  
to have again, repossess and enjoy as in his  
and their former Estate (any thing in these  
presents contained to the contrary thereof

in any wise notwithstanding, That then and from thenceforth this present Lease, Grant and Demise of the said Premises shall cease determine and be utterly void to all intents and purposes whatsoever any thing before contained to the contrary thereof notwithstanding

### Covenants.

*A Covenant from the Lessee to repair:*

**A**Nd the said C. D. for himself his Executors, Administrators and Assigns, Doth covenant, promise, and grant to and with the said A. B. his Executors and Assigns by these presents, That he the said C. D. his Executors and Assigns shall and will from time to time and at all times during the said term at his or their own proper costs and charges well and sufficiently repair, uphold, amend maintain and keep the said Messuage and all the housing and out houses in and upon the Premises with all needful and necessary Reparations, And also well and sufficiently make, scour cleane, repair, maintain, and keep all the Walls, Pales, Hedges, E  
Ditches,

Ditches, Gates, Mounds, Bounds and other Fences of the demised Premises and every part thereof, from time to time during the said term when and so often as need shall be and require, And the said Messuage Housing and Premises so well and sufficiently repaired, fenced, maintained, scoured and kept at the end of the said term or other sooner determination thereof, shall and will peaceably and quietly leave, surrender and yield up the same Premises into the hands and possession of the said *A.B.* his Heirs and Assigns.

*To spend Fodder and Soyl on the Land.*

**A**Nd that he the said *C.D.* his Executors and Assigns shall and will yearly spend and bestow all such Straw and Fodder as shall be yearly renewing, coming or increasing upon the said demised Premises or any part thereof during the said term in and upon the same, And the Compost and Soyl thereof or thereupon made, shall and will yearly at all seasonable times, and in husband like manner lay, bestow, spread and imploy in and upon the said demised Premises or in or upon some part thereof and in such places where greatest need shall be and require.

*To.*

*To preserve Coppice and underwood.*

**A**Nd the said *C. D.* doth Covenant with the said *A. B.* that he the said *C. D.* his Executors and Assigns, shall and will well and carefully fence, keep and preserve the Coppices, Hedge-rows and underwoods, in and upon the Premises from hurt and spoil of Beasts and Cattel during the said term to him granted, And not cut down and fell any of the said Coppices, Hedgrows and underwoods in and upon the Premises, but only at seasonable and fitting times, and in Husband like manner.

*To spend the shreds upon the Premises.*

**A**Nd also that he the said *C. D.* his Executors and Assigns shall and will use spend and imploy All the said Coppice woods and underwoods now growing or which hereafter shall grow in and upon the said Premises or any part thereof, and also all the lopping [and shreds of such Trees as have heretofore been usually lopped and shredded or] which shall be fit to be lopped and shredded in and upon the Premises and not else where.

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Not



*Not to Alien without licence.*

**A**Nd the said C. D. doth Covenant with the said A. B. &c. that he the said C. D. his Executors and Assigns shall not, nor will not Grant, Alien or Assign his or their Estate, term or interest in or unto the said Messuages and Premises or any part thereof, nor make any under Lease thereof or of any part thereof for any time or term whatsoever without the licence and consent of the said A. B. his Heirs or Assigns in writing under his or their hands first had and obtained.

*Not to receive Inmates.*

**A**ND the said C. D. his Executors or Assigns shall not nor will not, place, receive, harbour or take any Inmate or undertenant or stranger to dwell in the said Messuage or out housing, nor keep any more families therein then one.

*A Covenant not to turn Meadow into Pasture, nor Pasture into Tillage.*

**T**HAT the said C. D. his Executors or Assigns shall not nor will not at any time during the said term feed or depasture that part of the Meadow called the &c. with any manner of Cattle but keep the same only

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only for Meadow ground nor Plow, eir up  
sow, or convert into Tillage, the Close cal-  
led &c. or any part thereof, nor any other  
ancient Pasture ground which hath not  
been plowed or sowed within the space of  
seven years last past, but shall and will keep  
the said Close and all other ancient Pasture  
grounds of the said Farm and Premises to  
pasture only, and frith and lay fresh the  
same every year one month before *Micha-*  
*elmas.*

*To build a House and Barn.*

**T**Hat the said *C. D.* his Executors or Assigns  
or some or one of them shall and will at  
some convenient times or time within the  
space of two years next ensuing the date  
hereof, and at his and their own proper  
cost and charges erect, build and finish or  
cause to be erected, builded and finished  
in and upon some convenient place of the  
said Farm, hereby demised a dwelling house  
of Stone-work, with Walls and Chimneys  
of Stone, And also a Barn of forty foot  
broad, and which house shall contain four  
Rooms in length, each Room being twelve  
foot in length with a Skilling or Cut end at  
each end of the same, And the same dwel-  
ling house and barn so built and finished,

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and all other the out-houses and fences shall repair (a Covenant for reparations.)

*To Plant Trees.*

**T**hat the said C. D. his Executors and Assigns shall and will at feasonable times and in Husbandlike manner set and Plant four Trees of Oak, Elme or Ash in and upon the Premises on some Convenient part thereof yearly and every year during the said term at such days and times and in such places within the said Mannors of K. as the said A. B. his Heirs and Assigns shall limit and appoint.

*For work days at Plow.*

**T**hat the said C. D. his Executors and Assigns shall and will do and perform four whole days work to and for the said A. B. his Heirs and Assigns with a sufficient Cart or Plow and five good and able Horses or Beasts furnished and two Men to work and drive therewith yearly and every year during the said term at such days and times and in such places within the said Mannor of K. as the said A. B. his Heirs and Assigns shall limit and appoint.

To

*To do suit of Court.*

**T**Hat the said *C. D.* his Heirs and Assigns shall and will do suit and service at the Court Leet, and Court Baron of and for the said Mannor of *K.* from time to time during the said term, when and so often as the said Courts shall be holden and kept, and shall and will from time to time be justified, ordered and governed by the lawful Orders, Customs, Constitutions, By-Laws and Ordinances of the said Mannor and Courts and of either and every of them, And shall and will bear, discharge and pay all Customary Rates, Taxes, Charges, Duties and Payments in like sort and manner as the Copyholders or Customary Tenants do bear and pay, or of right ought to pay.

*To pay Amerciaments set at Court.*

**A**Nd also shall and will satisfy and pay unto the said *A. B.* his Heirs and Assigns all such Fines, Forfeitures Penalties and Amerciaments as shall be lawfully and reasonably set or imposed on or forfeited by him for the breach or not observing or not performing any of the lawful Orders, Customs

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Customs Constitutions, By-Laws or Ordinances of the said Mannor and Courts or either of them according to the true intent and meaning of the said Orders, Customs, Constitutions, By-Laws or Ordinances upon demand thereof to him or them made by the said *A. B.* his Heirs and Assigns, and by his or their Bayliff of the said Mannor for the time being.

*To suffer the Lessor to enter on the fallow-Lands and Plow them.*

**T**Hat the said *C. D.* his Executors and Assigns shall and will permit and suffer the said *A. B.* his Heirs and Assigns, or such person or persons to whom he or they shall grant Lease or Demise the said Farm and Premises or any part thereof, three months before the end of the said term, to enter in and upon the &c. of the said Farm, and then to carry all such Soyl and Compost as shall be then lying there in such part of the Arrable Lands of the said Farm as shall be fallow to be sowed with Wheat or other Winter Corn for the year next ensuing after the end of the said term hereby granted, as he or they shall think meet, And also permit and suffer him and them to Plow, Eare and Sow the said Arrable Lands

Lands with Wheat or other Winter Corn, and to dress and husband the said fallow Lands in such sort as he or they shall think meet and necessary.

*Covenants from and on the part of the Lessor for quiet enjoyment.*

**T**hat the said C. D. his Executors and Assigns for and under the Rents, Reservations, Covenants, Provisoos and Agreements herein expressed, reserved and contained, shall and may peaceably and quietly have, hold, occupy, possess and enjoy the said Messuages or Tenements, and all other the Premises hereby Demised for and during the said term, without the lawful let suit trouble, eviction, claim, demand disturbance or interruption of him the said A. B. his Heirs and Assigns or of any other person or persons lawfully claiming or to claim, by, from, or under him, them, or any of them, and that well and sufficiently saved, defended; kept harmless and indemnified of and from all former and other Gifts, Grants, Leases, Charges or incumbrances whatsoever, had, made, committed done or suffered by him the

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said.



saied *A. B.* his Heirs or Assigns or by any other person or persons claiming by, from, or under him or them, or any of them.

*To change lives.*

**T**Hat if the saied *C. D.* his Executors or Assigns shall be willing & minded within the space of seaven years next ensuing the Date hereof to renew the saied Lease and Estate for years of and in the Premises hereby granted, and to put out the saied names of *E. &c.* and to name two others in the places of them, they being then living, and shall and will within the saied space surrender and yeild up this present Lease and Demise, and all his Estate and Right, Title and Interest hereby granted unto the saied *A. B.* his Heirs and Assigns, That then he the saied *A. B.* his Heirs and Assigns shall and will accept of the saied Surrender, and forthwith by a new Indenture at the Costs and Charges of the saied *C. D.* his Heirs or Assigns, regrant and redemise the saied Messuages and Premises to him the saied *C. D.* or else to such person or persons as shall so Surrender the same for the like term of years from the Date  
of



of the same Indenture, determinable upon the Death of the said C. D. if he shall be then living, and of such two other Persons as the said C. D. shall so nominate and appoint: And if the said C. D. be then dead then determinable upon the death of two other Persons, such as the said C. D. his Executors or Assigns shall so nominate and appoint under the Rents, Reservations, Covenants, Conditions and Agreements, as in this present Indenture are expressed and contained.

*A Covenant for further assurance.*

**T**Hat the said A. B. his Heirs and Assigns shall and will from time to time; and at all times hereafter by the space of seven years next ensuing the date hereof, upon the reasonable request, and at the cost and charges in the Law of the said C. D. his Heirs and Assigns further make, do, acknowledge, execute and suffer, or cause and procure to be made, done, executed and suffered all and every such further and other lawful and reasonable Acts and things Devises and Assurances in the Law whatsoever, be it by fine or fines with Proclamation or without, by Feofment, Recovery, with double or single voucher by Deed or Deeds,

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Deeds, Inrolled or not Inrolled, by the inrollment of the said presents, or by all or any other ways or means whatsoever, for the further, better and more perfect assuring and conveying of the aforesaid Premises hereby mentioned to be granted, and every part and parcel thereof, with the appurtenances unto the said *C. D.* his Heirs and Assigns for ever, according to the purport true intent and meaning of these presents (so as such further Assurances extend not to any Collateral Acts or to any other warranty or Covenants then aforesaid.) And so as for the doing thereof, the said *A. B.* or his Heirs be not compelled to travel from the place or places of his or their abode or dwelling at the time of such requests made as by the said *C. D.* his Heirs or Assigns, or his or their Council learned in the Law, shall be reasonably devised, advised or required.

### *To allow Timber for Reparation.*

**T**HAT it shall and may be lawful to and for the said *C. D.* his Executors and Assigns from time to time, and at all times needful during the said Term, to have and take by the Assignment of the said *A. B.* his Heirs and Assigns, upon the reasonable request

quest of the said C. D. & the said A. B. his Executors or Assigns shall and will give, yeild and Assign unto the said C. D. his Executors and Assigns, competent, sitting and sufficient Timber of the Trees growing and being in and upon the Premises, when and so often as need shall be and require. And also fit and necessary Wood and Timber by like Request and Assignment of the Trees and Underwoods, growing and being upon the said Premises for Fire boot, Cartboot, Plow boot and Hedge boot, for the said C. D. his Executors and Assigns, during the said Term, to be spent and employed in and upon the Premises only and not elsewhere; and in default of Assignment within convenient time, after the request thereof made as aforesaid, then to take the same without Assignment.

*To Lopp Trees usually Lopped.*

**T**hat it shall and may be lawful to & for the said C. D. his Executors and Assigns from time to time, during the said Term (in Husband-like manner, and at fit and seasonable times) to lop and shred all such Trees, standing or growing in or upon the Premises or any part thereof, as have been heretofore usually lopped or shred, without

without doing or committing any manner of waft or spoil, and the shreds and lopping thereof to have and take for and towards his and their necessary Fire boot and Hedge boot, to be spent and imployed in and upon the Premises and not elsewhere, In Witness, &c.

*A Lease of a House in London.*

**T**HIS Indenture made, &c. between D. F. of W. in the County of B. Widdow, and J. S. of W. aforesaid Gent. of the one part, and D. T. Cit. and H. of L. of the other part, witnesseth that the said D. and J. S. for and in consideration of the sum of 100*l.* of currant English money, to them in hand paid by the said D. T. at and before the Enfealing and Delivery of these presents, the Receipt whereof they do hereby acknowledge, and themselves therewith satisfied, and thereof and of every part thereof do clearly Acquit and Discharge the said D. T. his Executors and Administrators and every of them by these presents have demised, granted, set and to farm letten, and by these presents do demise, grant, set and to farm let unto the said D. T. all that Messuage, or Tenement with the Appurtenances situate, lying and be-

being in C. commonly called or known by the name of R. now in the Tenure or Occupation of the said D. T. together with all Shops, Cellars, Sellers, Chambers, Rooms, Easements, Commodities and Appurtenances whatsoever to the said demised Messuage or Tenement belonging, or in any ways appertaining, to have and to hold the said Messuage or Tenement, and all and singular the Premises with the Appurtenances and every part and parcel thereof to the said D. T. his Executors Administrators and Assigns from the Feast day of the *Annun.* next coming, after the date hereof unto the end and term of 21 years from thence next ensuing, and fully to be compleat and ended, yeilding and paying therefore yearly unto the said D. T. for so many years of the said term as she shall live, and then afterwards to the said J. S. his Heirs and Assigns, during the said Term, the yearly Rent of 30*l.* of currant English money at the four usual Feasts or Terms in the year, that is to say at the Feast of the Nat. of St. *John Baptist*, St. *M.* the Arch. the Birth of *&c.* and the *Annun.* by even and equal portions. And if it shall happen the said yearly Rent of 30*l.* to be behind and unpaid in part or in all by the space of 14 days next after any of the said Feasts, at which as afore-

said.



said the same ought to be paid, or if the said *D. T.* his Executors, or Administrators, shall or do at any time hereafter let, assign, or set over any part or parcel of the said Messuage or Tenement, or any part thereof to any person or persons whatsoever without the special Licence of the said *D. F.* and *J. S.* their Heirs or Assigns or some of them in writing, under her, his, or one of their hands and seals; and further, if the said *D. T.* his Executors, Administrators or Assigns shall alter and change any part of the said Messuage or Tenement to or for the weaking or impairing of the same, or shall remove any principal Timber or supporters of the said Messuage or Tenement, without the leave and consent of the said *D. F.* and *J. S.* their Heirs or Assigns, or some of them first had and obtained in writing under their hands, that then and so often it shall and may be lawful to and for the said *D. F.* and *J. S.* their Heirs and Assigns into the said demised premises, and into every part thereof to reenter, and the same to have again repossess and enjoy as in her, his, or their former Estate; this present Indenture of Lease or any thing therein contained to the contrary, therein in any wise notwithstanding, and the said *D. T.* doth covenant, promise

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mise and grant for him, his Executors, Administrators and Assigns, to and with the said *D. F.* and *J. S.* their Heirs and Assigns by these presents, that he the said *D. T.* his Executors, Administrators and Assigns, at his and their proper cost and charges, the Messuage or Tenement here, before by these presents Demised with the Appurtenances, shall and will Repair, Sustain, Support, Amend and Maintain, and all the Privies, Sieges and Wydraughts of or belonging to the Premises and the Glasse Windows, as also the Pavements as well within the said Messuage as without in the high street before or belonging to the same, shall at his or their like cost and charges well and sufficiently repair, purge, scour, pave, glasse, cleanse, amend & maintain from time to time, as often as need shall require during the said Term. And furthermore the said *D. T.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said *D. T.* and *J. S.* their Heirs and Assigns by these presents, that he the said *D. T.* will at his own proper cost and charges before the Feast day of *St. M.* the Arch. next coming after the date hereof, lay out and bestow upon the repair of the above Demised Premises the Sum of 40*l.* of currant

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English Money in such place and places, part and parts thereof as the workmen assigned and appointed by the said *D. F.* and *J. S.* or one of them, or the Heirs or Assigns of them or one of them shall order and appoint him his Executors or Assigns to bestow the same and the said Messuage or Tenement and Premises so well and sufficiently repaired, paved, scoured, cleansed, glazed, purged, sustained and amended, together with all the Wainscot in any part of the Premises now being or remaining, with all Doors, Locks, Keys, Glass, and Glass windows, in or about the said Messuage or Tenement and Premises in good sufficient and Tenentable reparations at the end of the said Term or any other Determination of this Lease, shall leave and yeild up unto the said *D. T.* and *J. S.* or one of them their, or one of their Heirs or Assigns, and the said *D. T.* doth covenant, promise and grant for him, his Executors, Administrators and Assigns by these presents, that it shall and may be lawful to and for the said *D. F.* and *J. S.* their Heirs and Assigns with workmen and others, to have and take free liberty of Ingress, Egress and Regress, in and to and from the above Demised Premises, and every or any part thereof four times a year, yearly

ly during the said Term, to view, search and see whether the said Messuage or Tenement and Premises, be well and sufficiently Repaired, Cleaned, Scoured, Paved, Amended and Maintained as the same ought to be by the true meaning of these presents or not, and to give or leave warning in writing at the said Demised Premises to and for the said *D. T.* his Executors or Assigns, to repair and amend the defaults therein specified within three Months then next ensuing, And it is further agreed that the said *D. T.* for him, his Executors, Administrators and Assigns, doth covenant and grant to and with the said *D. T.* and *J. S.* their and either of their Heirs and Assigns by these presents, to pay all manner of Taxes, Assesments, quit Rents and Duties whatsoever, which shall grow due from the Demised Premises, during the said Term hereby letten. And the said *D. F.* and *J. S.* do for themselves, their Heirs, Executors, Administrators and Assigns, Respectively and for every of them covenant, promise and grant to and with the said *D. T.* his Executors, Administrators and Assigns, and with every of them by these presents, that he the said *D. T.* his Executors, Administrators and Assigns, paying the said yearly Rent of 30*l.* respectively

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ctively and successively in manner and form  
aforesaid, and doing and performing all  
the other Covenants, Grants, Articles, and  
Conditions above in these presents declar-  
ed and specified, which on his and their  
parts and behalfe are to be performed and  
kept, shall and may according to the true  
meaning of these presents, peaceably  
and quietly have hold, occupy and enjoy  
the said Messuage or Tenement, and all  
and singular the Demised Premises with  
the Appurtenances, without any let trou-  
ble or interruption of the said *D. F.* and  
*J. S.* or either of them, their or either of  
their Heirs or Assigns, or any of them, or  
of any other person or persons whatsoe-  
ver, lawfully claiming, from by or under  
her, his or their Right, Title or Interest,  
during the said term of twenty one years,  
by these presents granted, in Witness,  
&c.

### *A very good Assignment of a Lease.*

**T**HIS Indenture made, &c. Between *A*  
*B*, &c. of the one part, and *C. D.* of the  
other part, witnesseth that whereas *H.*  
*A.* Deceased by the name of *H. A.* of *W.*  
in the said County Gent. by his Indenture  
of Lease, under his Hand and Seal bear-  
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ing date the first day of *May* in the 38.  
year of the Reign of our late Sovereign  
Lady Queen *Elizabeth* of *England*, &c:  
for the considerations therein mentioned,  
did Demise, Grant, Betake, Lease, Set  
and to Farm Let unto the said *C. D.* and  
his Assigns, all that and those the Messu-  
age and Tenement, with the Appurtenan-  
ces in *B. &c.* called *R.* house then or late  
in the Tenure holding or Occupation of  
*A. B.* Father of the said *A. B.* or of his  
Assign or Assigns, or by what other name  
soever the Messuage was then called or  
known, &c. To have and to hold the  
said Messuage and Tenement, and all and  
singular the said Edifices, houses, Build-  
ings, yards, Orchards, Gardens, Closes,  
Inclosures, Fields, Meadows, Pastures,  
parcels of Land and all other the Premises  
with the Appurtenances before, therein  
mentioned to be Demised whatsoever and  
the Reversion and Reversions thereof unto  
the said *A. B.* his Executors, Administra-  
tors and Assigns, from and immediately  
after the Decease of the said *A. B.* *J. A.*  
and *Ann. A.* unto the end of the Term,  
and for and during all the whole Term  
time, and space of 41. years then next and  
immediately following, fully to be com-  
pleat, ended and determined without Im-  
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peachment of any manner of wast for building in or upon the Premises, or for digging or getting of Marl or of any manner of Underwood to be spent and bestowed in and upon the Premises, and not elsewhere yeilding and paying therefore yearly, during the said Term of 41 years, from and after the Commencing thereof to the said *H. A.* his Heirs, and Assigns the yearly Rent of 13s. 4d. of, &c. at the Feast days of the Nativity of *St. John Baptist* and the birth of our Lord God by even portions, the first day of payment thereof to Commence and begin at such of the said Feasts as should chance to be next after the death of the Survivor and longest liver of them the said, &c. and further, as in and by the said Indenture of Lease, Relation being thereunto had, may more plainly and at large appear. And whereas the said *H. A. Alice A.* then wife of the said *H.* and *E.* Son and Heir Apparent of the said *H.* for the more better confirming of the said Indenture of Lease, and the Estate and Term therein and thereby granted, have by their Indentures of Covenants, bearing Date the second day of *May* in the said 38 year of the Reign of our Late Sovereign Lady Queen *Elizabeth* for the consideration therein mentioned covenanted and agreed to and with



with the said *A. B.* his Executors and Assigns, that the said *H. A. Alice* then his Wife, and the said *E. A.* the Son, should at the next Assizes or general Sessions for Pleas then to be holden at *Lancaster* before the Justices or Justice of our said Late Sovereign Lady Queen *Elizabeth*, her Heirs, or Successors there for the time being, Levy and acknowledge a fine *sur Conusans de droit come ceo*, &c. with Proclamations in due form of Law to *J. W.* and *J. S.* and their Heirs of all and singular the Messuage & Tenement, & all and singular the Premises with the Appurtenances Comprised and mentioned in the said Indenture of Lease, by the name of one Messuage 2 Gardens, 18 Acres of Land, 6 Acres of Meadow, and 7 Acres of Pasture with the Appurtenances in *B.* and it was thereby further agreed by and between all the said parties, that the said Fine so to be Levied and Acknowledged as is aforesaid at all times, after the Levying and Ingrossing thereof, and the Lands and Tenements therein to be contained, should to be the Uses of the said *A. B.* and his Assigns, for and during all the Term of 41 years mentioned in the Indenture of Lease, with other uses therein expressed and immediately after the determination of 41 years, then to the use of the

the said *H. A.* his Heirs and Assigns for ever, and further as in and by the said last recited Indentures (relation being thereunto had) may more at large appear. And whereas a Fine was levied in the Court of our said late Sovereign Lady Queen *Elizabeth* at *Lancaster* upon *Tuesday* the 10th day of *August*, in the year of the Reign of our said late Sovereign Lady Queen *Elizabeth*, &c. the 38 before her Majesties then Justices at *Lancaster*, and others between the said *J. W.* and *J. S.* and the said *H. A.* Gent. and *Alice* his Wife, and *Ed. A.* Son and Heir Apparent of the said *H.* deforcants of 1. Messuage, 2. Gardens, 18 Acres of Land, 6 Acres of Meadow and 7 Acres of Pasture with the Appurtenances in *B.* as by the said Fine more at large it doth and may appear, and whereas since the making of which said Indenture of Lease, the said *J. A.* and *Ann A.* are dead: Now this Indenture further witnesseth that the said *A. B.* for and in Consideration of the Sum of 60*l.* of good, &c. to him in hand paid by the said *C. D.* at and before the ensealing of these presents, whereof and wherewith the said *A. B.* doth hereby acknowledge himself well and truly satisfied and paid, and thereof and of every part and parcel thereof, doth clearly acquit, exonerate and discharge the said *C.*

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D. his Executors, Administrators and Assigns and every of them for ever by these presents; Hath given, granted, assigned and set over and by these presents, doth fully and absolutely give grant, assign and set over unto the said C. D. his Executors, Administrators and Assigns, all and every the Messuage and Tenement, Lands and Premises, &c. together with the recited Indenture of Lease, and all the Estate, Right, Title, Interest, Common, Right, power, Possibility, Claim and demand whatsoever, which the said A. B. now hath or ought to have, or can, or may by any ways or means hereafter ask, challenge or demand of, in, or to all, or any part or parcel thereof And the Reversion & Reversions, Remainder and Remainders of all and every the said Premises with the Appurtenances whatsoever; To have and to hold all and every the said Messuage or Tenement, Lands and Tenements and Hereditaments and all other the Premises whatsoever hereby granted, meant or mentioned to be granted with all and singular their and every of their Appurtenances, and every part and parcel thereof, together with the said Indenture of Lease, and all the Estate, Right, Title, Interest, Power, Possibility, Claim and Demand whatsoever, which

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the said *A. B.* hath or ought to have, or can, or may by any means ask, challenge or demand of, in, or to the Messuage and Tenement, Lands, or other the Appurtenances, or of, in, or to any part thereof and the Reversion and Reversions, Remainder and Remainders of all and every the said Premises to the said *C. D.* his Executors, Administrators and Assigns from and immediately after the Death and Decease of the said *A. B.* unto the end of the Term, and for and during all the whole Term time and space of 41. years then next immediately ensuing and following, fully to be compleat, ended, & determined without Impeachment of or for any manner of waste for building in and upon the said Premises or any part thereof, or for digging or getting of Marle, or of any manner of underwood to be spent and bestowed in and upon the said Premises, or some part thereof, in as full, large, ample and beneficial manner and form to all intents and purposes, as the said *A. B.* might or could in any wise have held and injoyed the same yeilding and paying therefore yearly, during all the Term hereby granted to the Heirs of the said *H. A.* the yearly Rent of 13s. 4d. Currant, &c. at such Feasts and times as in the said Indenture of Lease is mentioned

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ed and declared, and the said *A. B.* for himself, his Executors, Administrators and Assigns doth covenant and grant to and with the said *C. D.* his Executors, Administrators and Assigns, and to and with every of them by these presents, that he the said *A. B.* now hath full power, good and lawful authority to grant and Assign the said Messuage and Tenement, and all other the said Premises with the Appurtenances, to the said *C. D.* his Executors, Administrators and Assigns, for and during all the Term hereby granted in manner and form aforesaid, and that he the said *C. D.* his Executors, Administrators, and Assigns, shall and may at all times hereafter during the said Term, peaceably and quietly have, hold, use, occupy, possess, and enjoy the said Demised premises, with their and every of their Appurtenances without the lawful let, trouble, molestation, eviction or disturbance of him the said *A. B.* his Executors, Administrators, or Assigns, or any Person or Persons whatsoever, claiming by, from, or under him, them or any of them, In Witness, &c.



*Rules to be observed in Bargains and Sales.*

**I**F a man Bargain and Sell all his Woods and Underwoods then standing, growing and being in, upon and within the Manor of Dale, to have and to hold during the life of the Vender, the Vendee shall cut the Woods but once and no more.

The Estate of a Coppy-holder is Determined, if he accept of any other kind of Assurance from the Lord of the Customary Lands which he holdeth, then by Coppy of Court Role, &c.

For Lands to go in the Name, or to the Heirs Male is a good consideration to raise a use, so is nearness of Blood, Love to my Brother, or the like.

An Estate for Life, in Tail, or Fee simple must pass presently at the time of the Feoffment, and cannot be Executory as a Lease for years may be to commence after the Death of Tenant for life.

If a Man Enfeoffe another (without mentioning any consideration by Deed) *habendum et tenendum* the Land to the Feoffee and his Heirs or to the Feoffees own use, although the Feoffee suffer the Feoffor to enjoy the Land and occupy the same for divers years after, yet the right is in the Feoffee,

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office, because there is an expresse use mentioned in the Deed, which is sufficient without any other consideration.

None can defeat an Estate of Freehold upon Condition, or take advantage of a Condition broken, but Heirs only.

If Goods are Pawned, and the owner says to the Person to whom they were pawned, keep them untill such a day and I will pay the Money lent; this shall be taken to be a Conditional Bargain.

In Contracts it is not material which of the parties speaks the words, if the other agrees to it, for the Agreement of the minds of the parties, is the only thing the Law respects in contracts, as if the Lessor saies I will have 20s. *per annum* for my Land, if the Lessee agree to it, or the Lessee says I will give 20s. and the Lessor accepts thereof the contract is finished.

If a man Enfeoffe J. S. and J. K. of Lands to have and to hold to them, and to the Heirs of J. K. the Surrender is void notwithstanding J. S. had Freehold, and J. K. had Fee expectant to be executed immediately after the death of J. S. and the Reason that the Surrender is void, is because J. K. hath joynt possession in the Freehold with J. S. and every Tenant is seized *per tout*, so that the Surrender cannot be the cause

cause he should have the possession in any part of the Land.

Lands will pass by Bargain and Sale without Livery and Seizen, if it be indented or Inrolled according to the Statute and then a Fine is necessary.

No Livery required where the Conveyance is by Lease and Release, if the Tenant by vertue of the Release enter, and the Release be made after the entry, for it is in vain to give Livery to him that hath possession already.

If Ambiguous words be in a Deed, yet if the intent of the Party appear it is well enough, for cavelling about words is not commendable in Law, when they are wrested contrary to the intent of the party, rather then to destroy their intents for want of apt words.

Five things are required to make a perfect Deed expressed by *Bracton* in these Verses.

*Re verbis Scripto consensu traditione  
Junctura testes sumere paria solent.*

Bargain and Sale of Goods and Chattells, either real or personal, after Judgment hold against the Vendor, if it be *bona fide*, and upon good considerations shall be good; But (*secus*) after the awarding of Execution

ecution for a Felon after a Felony committed, and before Conviction, may sell his Goods and Chattels for his Sustenance, and the sale good.

*An Indenture of Annuity*

**T**H's Indenture made the first day of, &c. in the &c. between *A. B.* of *C.* in the County of *D.* Esquire, of the one part and *E. F.* of *G.* in the County of *D.* Esq. of the other part; Witnesseth that the said *A. B.* for and in consideration of the Sum, &c. To him, before the Ensealing and Delivery of these presents, well and truly contented and paid, whereof and wherewith he the said *A. B.* doth acknowledge himself to be fully satisfied, & thereof and of every parcel thereof, doth clearly acquit and discharge the said *E. F.* his Heirs, Executors and Administrators, and every of them for ever by these presents, Hath given, granted and confirmed, and by these presents doth give grant and confirm for him and his Heirs unto the said *E. F.* his Executors and Assigns one annuity or yearly Rent-charge of 200*l.* of Lawful mony of *England*, to be Issuing and going out of all those Mannors and Lordships of *Ilip*, *Kingland*, &c. with all and singular their Rights, Members and Appurtenances in the

the County of *L.* and out of all and singular the Messuages, Cottages, Houses, Edifices, Building, Barns, Stables, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Commons, Moores, Marshes, Reversions, Services, Profits, Commodities, Emoluments, and Hereditaments whatsoever, with the Appurtenances to the several Manors, or any of them belonging or heretofore had used, occupied or enjoyed as part or parcel of them or any of them: And also out of all other Lands, Tenements and Hereditaments of the said *A. B.* within the said County of *L.* to have and to hold, perceive, receive and take the said Annuity and yearly Rent-charge of, &c. unto the said *E. F.* his Executors, and Assigns from the day of the date of these presents, for and during the full Term and time of forty years now next Ensuing, and fully to be Compleat and ended. (If the said *E. F.* and *M. F.* Elquires, Nephews to the said *E. F.* or either of them, shall so long live) to be paid at the four most usual Feasts or Terms in the year, that is to say the Feast of, &c. by even and equal proportions at or in the Church-Porch of the Parish Church of, &c. And the said *A. B.* for himself, his Heirs, Executors, Administrators and Assigns, and for every

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every of them doth Covenant, Promise and Grant to and with the said *E. F.* his Executors and Assigns by these Presents that if it shall happen the said yearly Rent of, &c. to be behind and unpaid in part, or in all over and after any of the said Feast days, in which the same ought to be paid, being lawfully demanded according to the true intent and meaning of these presents, that then he the said *A. B.* his Heirs and Assigns shall and will not only forfeit and lose unto the said *E. F.* his Executors or Assigns, for and in the name of a pain and penalty the Sum of forty shillings, of lawful money of *England*, for every day the said yearly Rent shall happen to be behind and unpaid in part or in all as aforesaid, but also that it shall and may be lawful to and for the said *E. F.* his Executors and Assigns, and to and for every of them from time to time, for and after every the Feast days in which the said yearly Rent or any part thereof, should be paid as aforesaid into all and singular the said Manors and into every of them and into all other the Lands, Tenements and Hereditaments to the said Manors or any of them belonging, and other the Premises and every part and parcel thereof, at his or their or any of their free wills or pleasures to enter and Distrain, as well for the

said yearly Rent, as for the said Sum or  
 Sums of Money, which shall or may hap-  
 pen to become forfeited or lost, for, or in  
 the name of a pain as aforesaid, and for the  
 Arrearages of them or either of them, if  
 any shall happen to be, and the distress and  
 distresses then and there found to lead,  
 drive, take and carry away, and the same  
 to detain and keep until the said E. F. his  
 Executors or Assigns shall be fully satis-  
 fied, contented and paid. And the said A.  
 B. for himself, his Executors, &c. that  
 he the said A. B. at the time of the Sealing  
 and Delivery of these presents, is Solely,  
 Rightfully and Absolutely seized in his de-  
 mess, as of Fee to his own proper use and  
 behoof without any manner of condition  
 or limitation of any use or uses to alter,  
 change or determine the same of and in the  
 said Manors, Messuages, Lands, Tene-  
 ments, Hereditaments and all other the  
 Premises above named, with their appur-  
 tenances, and of every part or parcel  
 thereof, and that he now hath full power  
 and lawful authority, to charge all and  
 singular the same Premises and every part  
 thereof, with the said annuity or yearly  
 Rent, &c. in manner and form aforesaid.  
 And also that the said Manors, Messuages,  
 &c. now are and so from time to time,  
 and

and at all times during the said Term of 40 years (if the said *E.* and *M.* or either of them shall so long live) shall and may remain and continue Liable, Sufficient and Overt to and for the distress and distresses of the said *E.* and his Executors and Assigns as the case shall require, for and concerning the said yearly Rent and other the Premises and every part thereof. And the said *A. B.* for himself, &c. doth further Covenant, &c. that he the said *A. B.* shall and will from time to time and at all times hereafter, during the space of five years next ensuing the date hereof at the reasonable request of the said *E. F.* his Executors or Assigns, or any of them at his, their, or any of their proper costs and charges in Law do make, acknowledge and suffer, or cause to be made, done, acknowledged and suffered all and every such further, reasonable and lawful Act and Acts, thing and things, device and devices in the Law for the further and more perfect assurance, surety and sure making of the said Annuity or yearly Rent charge of, &c. to the said *E. F.* his Executors or Assigns during the said Term of forty years, according to the true Intent and meaning of these presents, as by the said *E. F.* his Executors and Assigns, or any of them, or any of their

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Council learned in the Laws shall be reasonably devised, advised or required. In Witness whereof the parties aforesaid to these present Indentures have not only interchangeably set their, &c. But also the said *A. B.* hath given and delivered unto the said *E. F.* ten shillings Currant *English* money in the name of seizin of the aforesaid annuity or rent charge before mentioned, Dated the Day and Year above written.

*A Declaration that a mans name in a Conveyance of Land, was only used in Trust.*

**T**O all whom these presents shall come. *I. F. G.* of *H.* in the County of *I.* Gent. send Greeting, whereas *L. M.* of *K.* in the County of *N.* lately purchased of Sir *O. P.* of *Q.* in the County of *R.* Knight and Baronet all that Barn and Yard with the Appurtenances parcel of or belonging to the late Rectory of *S.* in the Tenure or Occupation of the said *O. P.* his Assigns or under Tenants, which said Premises were by the direction & appointment of the said *I. M.* conveyed by the said, &c. to me the said *H. G.* and my Heirs as by the said Conveyance thereof bearing date the &c. may appear which said Conveyance was so made to me only in trust, to and for the benefit of the said *L. M.* and his Heirs: Now know ye that

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that I the said *F. G.* do hereby acknowledge and declare that I am nominated partly in the said Deed of Bargain and Sale, by and on the behalf of the said *L. M.* and that I am therein intrusted only by and for him the said *L. M.* and his Heirs, and that I do not claim to have any Right or Interest in the said Barn and Premises, or any part thereof by the said Conveyance so made to me, or otherwise to my own use and benefit, but only to and for the sole use and benefit of the said *L. M.* and his Heirs And I the said *F. G.* do for my self and my Heirs Covenant to and with the said *L. M.* and his Heirs by these presents, that I the said *F. G.* and my Heirs shall and will at any time hereafter upon Request, and at the cost and charges of the said *L. M.* and his Heirs, by good assurance and Conveyance in the Law, convey the said Barn and Premises to the said *L. M.* and his Heirs, or to such other Person or Persons, as he shall nominate, direct and appoint. In Witness whereof I the said *F. G.* have to these presents set my Hand and Seal this fourteenth day of *March* in the sixteenth Year of the Reign of our Sovereign Lord *Charles* by the grace of God of *England, Scotland, France and Ireland* King, Defender of the Faith, &c. and in the Year of our Lord, 1663.

Deed



*Deed of Feoffment.*

**T**His Indenture made &c. Between *A. B.* of &c. of the one part, and *C. D.* of &c. and *E.* his wife of the other part, Whereas, &c. Now this Indenture Witnesseth, That the said *A. B.* for and in Consideration of the sum of &c. of lawful money of England to him at the then Sealing and Delivery of these Presents by the said *C. D.* well and truly paid the receipt whereof the said *A. B.* doth acknowledg and thereof and of every part, and parcel thereof doth acquit, exonerate and discharge the said *C. D.* his Heirs, Executors and Administrators and every of them by these Presents, Hath Granted, Bargained Sold, Enfeoffed and Confirmed, and by these presents for himself and his Heirs doth fully and absolutely grant, bargain, sell, enfeoffe and confirm unto the said *C. D.* and *E.* his Wife, and to the Heirs of the said *C.* All that Messuage, &c. and also all and every the Houses, Edifices, buildings, Barns, Stables, Dove-houses, Orchards, Gardens, Tofts, Crofts, Courts, Folds, Lands, Meadows, Pastures, Feedings, Leasows, Wood, Underwood, Common, Common of Pasture, Profits Commodities and Hereditaments what-

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whatsoever with their and every of their Rights, Members and Appurtenances to the said Messuage, &c. or any of them belonging or appertaining or accepted, reputed, known or taken as part or parcel or member thereof or thereunto situate, lying, &c. And the Reversion and Reversions, Remiainder and Remainders of all and singular the Premises and every part thereof. and all the Estate, Right, Title, Interest, Property and Claim of him the said *A. B.* of and to the Premises and to every part and parcel thereof, To Have and to Hold the said Messuage, &c. and all other the Premises before mentioned and hereby Intended to be bargained and sold, and every part and parcel thereof to the said *C. D.* and *E.* his Wife, and to their Heirs and Assigns of the said *C.* to the only proper use of the said *C.* and *E.* and of the Heirs and Assigns of the said *C.* for ever. And the said *A. B.* for himself, &c. Doth Covenant, Promise and Grant to and with the said *C. D.* his Heirs and Assigns, and to and with every of them by these Presents, that the said *C.* and *E.* and the Heirs and Assigns of the said *C.* shall and may according to the true intent and meaning of these presents from time to time and at all times hereafter peaceably and quietly have, hold, occupy

occupy, possess and enjoy the said Messuage, &c. with their and every of their Appurtenances before mentioned to be bargained, sold, enfeoffed and confirmed, and every part and parcel thereof, without the lawful Lett, Suit, Trouble, Eviction, Ejection, Disturbance or Interruption of the said *A. B.* his Heirs, Executors and Administrators, or of or by any other person or persons whatsoever now lawfully, claiming or having, or that hereafter shall or may lawfully claim, or have or pretend to have have or claim any lawful Estate, Right, Title, or Interest of, into or out of the said Premises or any part or parcel thereof, And also clearly discharged of and from all and all manner of Former and other Gifts, Grants, Bargains, Sales, Assignments, Estates, Uses, Limitations, Leases, Charges and Incumbrances whatsoever, heretofore had, made or done by the said *A. B.* or by any other person or persons whatsoever lawfully claiming, or that may or claim to have any manner of Estate right title, interest, possession, use or demand whatsoever by from or under him, them or any of them or by from or under his their or any of their estates, right, title or interest, And further that the said *A. B.* and his Heirs at all time & times hereafter, upon

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## The Clerks Grammar. 113

upon the lawful and reasonable request of  
of the said *C. D.* his Heirs and Assigns,  
and at his, their or some of their Costs and  
Charges shall and will, do, make, acknow-  
ledge, suffer and execute all and every such  
reasonable act and acts, thing and things,  
devise and devises, assurance and assurances  
in the Law whatsoever for the further and  
more perfect assurance, surety and sure mak-  
ing of all & singular the said bargained pre-  
misses and every part and parcel thereof to  
the said *C.* and *E.* and to the Heirs and As-  
signs of the said *C.* As by the said *C.* his Heirs  
or Assigns, or any of them, or his or any of  
their Council learned shall be advised or  
required according to the true intent and  
meaning of these presents, And the said  
*A. B.* for himself, &c. the said Messuage, &c.  
and all other the Premises with their Ap-  
purtenances against him the said *A. B.* his  
Heirs and Assigns shall and will warrant  
and for ever defend by these presents.

### *A Decd to Levy a Fine.*

**T**His Indenture made the &c. Between  
*A. B.* of &c. of the one part, and *C.*  
*D.* of &c. and *E. W.* of &c. of the other  
part, Witnesseth that the said *A. B.* for  
diverse Consideration him moving doth  
by these presents covenant, grant, con-  
clude

clude, and agree to and with the said *C. D.* and *E. W.* That the said *A.* shall and will this present Term of &c. Levy unto the said *C. E.* one Fine with Proclamations and Cognizances of Right as that which the said *C.* and *E.* had of the gift of the said *A.* of the Mannor, &c. with their Appurtenances in &c. and all other the Lands, Tenements, Rents, Titles, Services and other Hereditaments of the said *A.* Scituate, &c. and the said Fine so to be levied and the Mannors, Lands, Tenements and Hereditaments in the said Fine expressed, shall be to use of the said *C. D.* hereafter expressed, & to the use & intent that the said *C. D.* shall or may at any time during the life time of the said *A. B.* make Leases for term of years of all and singular the Premises, with their Appurtenances or of any part thereof which shall remain and come after the death of the said *A.* according to the quantity, portion, or part of the said Lands, Tenements, and Hereditaments that so shall remain and come to every such person and after such Lease or Leases so made the said *C.* and *E.* or either of them, & all other Person or Persons claiming by from, or under them shall stand and be of the Premises seized to the use of such Leases during their several terms and no longer.

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Provided alwaies that if the said Lessees or any of them shall not pay the said Rents and all parts thereof within 14 days after the day appointed for payment thereof, that then and from thenceforth the uses limited by these presents unto the said Lessees shall be utterly void cease and determine, And that then and from thenceforth the said C. and E. and all other persons claiming from, by or under the said C. and E. or the said A. shall stand and be of the Premises seized to other uses in these Presents limited as if no such Lease had been had or made, any thing to the contrary notwithstanding. Provided always that it is meant, granted, concluded and declared between the said parties, to these presents (the Premises, or any thing contained to the contrary notwithstanding) That if the said A. B. shall at any time make or convey any Estate or Estates in Fee simple or Fee taylor, and shall limit or declare any use or uses in or upon the said Grant and Conveyances other then is already coteined, limited and declared in these presents, That then and upon every such Grant, Conveyance and Assurance the said Fine shall be to such uses as the said A. shall thereupon limit and appoint.

A

*A Deed to declare the use of a Fine Levied.*

**T**His Indenture made, &c. Between *A.* *B.* &c. and *C. D.* of, &c. of the one part, and *E. F.* of, &c. of the other part, Whereas he the said *A. B.* being seized in his Demesne as of Fee of and in certain Mannors, &c. Scituate &c. And whereas the said *A. B.* in *M.* Term last did levey and acknowledge in due form of Law before the Judges of his Majesties Court of Common Pleas at *Westminster*, unto the said *E. F.* and his Heirs one Fine *Sur consance de droit come ceo*, &c. with Proclamations thereupon had according to the Form of the Statute in that behalf made and provided of for and concerning the said Premises by the name of one Messuage, one Garden, &c. as in and by the said Fine relation being thereunto had more fully and at large appeareth, Now it is agreed and declared by and between all the said parties to these presents, that the said Fine was so had and levied and intended to be to the only use of the said *E. F.* and his Heirs to the intent that he might become Tenant of the Freehold of the said Mannor &c. until a Recovery might be so had and

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and executed & the said Fine and Recovery and the Conuzees and Recoverors in or by the same was meant or intended to be to the only use benefit and behoof the said A. B. &c. their Heirs and Assigns, to the intent that all former Entailes and every Reversion & Remainder being barred thereby may become seized of an absolute and perfect Estate in Fee-simple for the better settling the said Mannor and Premises to the uses herein before mentioned and to no other use intent or purpose whatsoever (any matter or thing in the said Fine contained to the contrary thereof, Notwithstanding) In Witness.

*A Lease for a Year.*

**T**HIS Indenture made the, &c. *Between E. W. of, &c. of the one part, and R. G. of, &c. of the other part: Witnesseth,* that the said E. W. for and in consideration of the Sum of Five shillings of good and lawful Money of *England* to him in hand paid by the said R. G. at, and before, the enfealing and Delivery of these presents, the Receipt whereof, he the said E. W. doth hereby acknowledg, Hath granted, bargained and sold, and by these presents doth grant, bargain and sell unto the said R. G.

R.G. All, &c. And all the Estate, Right, Title, Intrest, Use, Trust, Claim and Demand, whatsoever of him the said E. W. either in law or equity, of, in, or out of the said, &c. And the reversion and reversions Remainder and Remainders Rents, Services and Duties of all and singular the Premises with the Appurtenances, To have and to hold the said Mannors, Messuages, Lands, Tenements and all and singular other the Premises herein before mentioned and intended to be hereby granted, bargained and sold, and every part and parcel thereof, with their and every of their Appurtenances unto the said R. G. his Executors, Administrators, and Assigns, from the day before the date hereof, for and during, and unto the full end and Term of one whole year from thence next ensuing, and fully to be compleat and ended, yeilding and paying therefore the Rent of one Pepper Corn, only if the same shall be Demanded, To the intent, that by vertue of these presents and of the Statute for transferring uses into possession, he the said R. G. may be in the actual possession of the Premises, and be thereby enabled to accept of a Grant of the reversion and inheritance thereof, to him and his Heirs. In Witness, &c.

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Release.

**T**His Indenture made, &c. between *E. W.* of &c. of the one part, and *R. W.* of &c. of the other part, Witnesseth that for and in consideration of the Sum of, &c. of lawful Money of *England*, to the said *E. W.* in hand, paid by the said *R. G.* at and before the Ensealing and Delivery of these Presents, the Receipt whereof he doth hereby acknowledge, and thereof and of every part and parcel thereof, doth hereby acquit and discharge the said *R. G.* his Executors and Administrators, and every of them by these Presents, the said *E. W.* hath granted, aliened, released and confirmed, and by these presents doth grant, release and confirm unto the said *R. G.* (in his actual possession now being, by vertue of a Bargain and Sale to him thereof made for one whole year, by Indenture bearing date the day next before the date hereof, and by force of the Statute for transferring uses into possession) and to his Heirs and Assigns all those, &c. lying and being in, &c. now or late in the Tenure or Occupation of &c. and all and singular other the Lands, &c. whatsoever in, &c. afore-said whereof or wherein the said *E. W.* hath  
any



any Estate, Freehold or Inheritance in Possession, Reversion, Remainder or Expectancy: And all the Estate, Right, Title, Interest, Reversion, Claim and Demand whatsoever, of him the said *E. W.* in or unto the Premises or any part or parcel thereof. And the Reversion and Reversions, Remainder and Remainders, yearly and other Rents and profits of the Premises, and every part and parcel thereof, To have and to hold the said, &c. and all and singular other the Premises herein before mentioned and intended to be hereby granted with the appurtenances unto the said *R. W.* and his Heirs, and to the use of the said *R. W.* his Heirs and Assigns for ever. And the said *E. W.* for himself, his Heirs, Executors and Administrators doth covenant and grant to and with the said *R. W.* his Heirs and Assigns by these presents, that he the said *E. W.* now is and standeth lawfully and rightfully seized of and in the said, &c. with their appurtenances of a good sure and perfect absolute and indefeazable Estate in Fee-simple, and now hath good right, full power, lawful and absolute Authority to grant and convey the said, &c. and Premises unto the said *R. W.* and his Heirs according to the purport and true intent and meaning of these Presents. And it shall  
and

and may be lawful to and for the said *R. W.* his Heirs and Assigns, from time to time and at all times, for ever hereafter, peaceably and quietly, to have, hold, possess and enjoy the said, &c. and all and singular other the Premises herein before mentioned and intended to be hereby granted with their Appurtenances, without any lawful Let, Suit, Trouble or Interruption of him the said *E. W.* his Heirs or Assigns or any other person or persons whatsoever claiming or to claim by, from or under him, them or any of them. And the said *E. W.* for himself, his Heirs, Executors and Administrators do covenant and grant to and with the said *R. W.* his Heirs and Assigns by these presents, That he the said *E. W.* and his Heirs, shall and will at any time or times hereafter, during the space of seven years next Ensuing the Date hereof, at the reasonable request, costs and charges in the Law of the said *R. W.* his Heirs or Assigns, do make and execute, or cause or procure to be made done and executed, all and every such further and other Act and Acts, Conveyance and Assurances in the law whatsoever, for the further, better, more perfect and absolute assuring and sure making of the said, &c. and Premises with the appurtenances unto the said *R. W.* and

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his

his Heirs, to the only use of the said R. W. his Heirs and Assigns for ever. Be it by Fine or Fines, Recovery or Recoveries, or otherwise howsoever, as by the Council learned in the Law of the said R. W. his Heirs or Assigns, shall be reasonably devised or required.

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## Conveyances.

*A Deed of appointment where a personal Estate has been (by consent of the Baron before Marriage) transferred to trustees to be at the use and only dispose of the Feme, during Coverture.*

**T**O all to whom this present writing shall come, I. S. Wife of S. T. of, &c. send Greeting, Whereas (recite the Deed of Trust before Marriage) And whereas some short time after the Date of the said Indenture the said intended Marriage between the said S. and me the said S. was had and Solemnized. And the said S. and me the said S. were Lawfully intermarried according to the Rites and Ceremonies of the Church of England. Now know ye that

W. that I the said S. pursuant to the power  
by reserved in me and in by the said recited In-  
es, denture, and in consideration of the said  
un- Marriage, and of the Settlement and Pro-  
W. vision thereupon made for me, and such  
de- Issue as I shall have by my said Husband out  
of his Estate, and for divers other good  
Causes and Considerations, me thereunto  
especially moving, By this my Deed  
Poll, under my Hand and Seal, Signed,  
Sealed and Delivered by me in the pre-  
sence of two or more credible Witnesses,  
have limited, appointed and disposed, and  
by these presents do limit, appoint and dis-  
pose all and every the Bonds, Bills, Debts,  
Mortgages, Leases, Statutes, Judgments,  
Recognizances, Stocks in Company,  
Shares in Ships, Goods and Personal E-  
state and Moneys thereby secured. To  
the said S. T. my Husband, his Executors,  
Administrators and Assigns to his and their  
own proper use, without any account to  
be given or rendred for the same. And I  
the said S. do further direct and appoint  
the said P. E. and C. T. and the Survivor  
of them, and the Executors, and Admi-  
nistrators of such Survivors from time to  
time and at all times hereafter, to pay, im-  
ploy, dispose and deliver all and every  
such Sum and Sums of Money as they now

have in their hands, which hath been, or at any time hereafter shall be recounted, raised or received for, upon, out, of or by reason or means of the said Bonds, Bills, Debts, Mortgages, Leases, Statutes, Judgments, Recognizances, Stocks in Companies, Shares in Ships, Goods, Chattels and Personal Estates, whatsoever, by me the said *S.T.* in or by the said recited Indenture, granted, bargained, sold and delivered to the said *P.E. & C.T.* their Executors and Assigns (in trust as aforesaid) and every of them, & every part & parcel thereof to the said *S.T.* my Husband, his Executors, Administrators and Assigns to his and their own proper use, without any account to be given or rendred for the same or any part thereof. And I the said *S.T.* do further direct and appoint the said *P.E.* and *C.T.* and the Survivor of them, and the Executors or Administrators of such Survivor to Convey, Assign and Transfer, or Discharge and Release the said Bills, Bonds, Specialties, Mortgages, Leases, Judgments, Statutes, Recognizances, Stocks in Companies, Shares in Ships, Goods, Chattels and Personal Estates whatsoever, so by me granted and conveyed in Trust as aforesaid to the said *S.T.* his Executors, Administrators and Assigns, To his and their own



own use and benefit, and as he and they shall direct and appoint without any account to be given or rendred for the same. The said Indenture or any Covenant therein contained to the contrary thereof, in any wise notwithstanding. In Witness, &c.

*Rules to be observed touching Wills and Testaments.*

**I**F a Man seized in Fee make a Feoffment, and declares his will upon the Livery unto a stranger to be, that the Feoffee shall stand seized to the use of the Feoffor for life, the remainder to J. S. in Fee, now the Feoffor cannot alter this Will by his last Will; Albeit the last Will doth frustrate the former Will, because the use is in him, in remainder upon the Livery, and he may sell it, But otherwise it were if the uses were declared to be to the right Heirs of the body of the Feoffor, for then it may be altered by his last Will.

If a Testament bear date at C. in *Normandy* the Executor may prove it in *England*, and it is sufficient to use and maintain an Action; but if an Obligation be dated in *Normandy*, the Obligee cannot bring his action thereupon here.

If Lands be given to a man by Will for ever, it is thought he hath a Fee thereby, and some hold he hath but a Freehold for life only, but if it be given to him and his Assigns, he hath a Fee-simple thereby.

If a man by his will give an hundred pounds to J. S. when he shall accomplish the age of one and twenty years, if J. S. dies before he accomplish that age, yet the Executors of J. S. may recover the same at any time after the time that J. S. should have been one and twenty years old. But if a man gives his Lands and Tenements to J. S. and his Heirs, and J. S. dies before the Testator, the devise is meerly void, and the Heirs of J. S. cannot recover the Lands by vertue of the Will, *Swineborn 7 part fol. 208. Plowd. 250. Brett and Rigdens case, Swinborn 4 part fol. 313. Dyer fol. 59. Placit. 15. Godolphin 3 part fol. 342.* In the first case it seems that the hundred pounds were due presently upon the death of the Testator, although not payable until J. S. should accomplish the age of 21 years, and thereby it becomes due to the Executors or Administrators of J. S.

If a Copy-holder make a Surrender of his Lands to the use of his last Will, and dies, the Lands pass not by his Will, but by the Surrender, and the Will is only the Director.

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If a man hath a Term for years of Lands or Houses, in right of his Wife, and he grants it to a stranger during the Term, and dies, the Wife hath no remedy to have the residue of the Term. *Perkins Tit. devises fol. 107.*

### *The form of a Will.*

**I**N the name of God Amen: The tenth day of *October* in the year of our Lord God, 1664. I *John K.* of *L.* in the Countie of *M.* Gentleman, being sick and weak of Body, but of perfect mind and memory, thanks be given unto God therefore, calling unto mind the mortality of my Body, and knowing that it is appointed for all men once to dye, do make and ordain this my last Will and Testament, in manner and form following, that is to say, First and Principally I give my Soul into the hands of God who gave it me, and for my Body I commend it to the Earth, to be buried in Christian and Decent manner, in the, &c. of &c. nothing doubting but at the general Resurrection I shall Receive the same again by the mighty power of God; And as touching such worldly Estate where-with it hath pleased God to bless me in this Life, I give, devise, bequeath and dispose

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the same in manner and form following,  
First I give and bequeath, &c. and of this  
my last Will I make and ordain my well  
beloved Son *Nicolas K.* my full and whole  
Executor, and I do hereby utterly disal-  
low, revoke and annul all and every other  
former Testaments, Wills, Legacies, Be-  
quests and Executors by me in any ways be-  
fore this time, named, willed and be-  
queathed, ratifying and confirming this  
and none other to be my last Will and Te-  
stament, In witness whereof I have here-  
unto set my Hand and Seal the day and year  
above written.

Signed, Sealed, Published, Pronounc-  
ed and declared by the said *John K.* as his  
last Will and Testament, in the presence  
of *A. B. C. D.*

*A Warrant of Attorney to confess a Judgment  
upon Bond.*

**T**O *G. H. I. K.* and *L. M.* Gent. At-  
torneys of his Majesties Court of  
Kings Bench at Westminster, or one of  
them, or to any other Attorney of the same  
Court.

These are to desire and authorize you or  
any of you to appear for me *Nicholas  
B.* of *P.* in the County of *R.* Gentleman in  
the

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the said Court at the suit of S. T. of V. in the County of W. Gent. in Hillary Term now next Ensuing, and confesses a Judgment against me unto him, for the sum of two hundred pounds debt, besides costs of Suit by *non sum Informatus nihil dicit*, or otherwise, and for your or any of your so doing, this shall be your sufficient Warrant, Witness my Hand and Seal, &c.

*Observe that by altering the Direction aforesaid in manner and form following, it is a Warrant in the Common Pleas as for example.*

To A. B. C. D. and E. F. Gent. Attorneys of his Majesties Court of Common-Bench at *Westminster*, or to any of them, or to any other Attorney of the same Court.

### *A Letter of License.*

TO all Christian People to whom these presents shall come, We T. V. of London Alderman, W. Y. A. B. and C. D. Merchants, &c. send Greeting in our Lord God Everlasting, whereas E. F. Citizen and Vintner of London standeth, and is severally Indebted unto us T. V. W. Y. A. B. and C. D. and others in divers and sundry great Sums of money, as by several Obligations and Writings under his Hand and Seal unto us severally made, and otherwise it doth



doth and may appear: Now know ye that we the said *T. K. W. Y. A. B. and C. D.* and the rest for divers and many good and charitable causes and considerations, us especially moving, have given and granted, and by these presents do give and grant full Licence and Liberty unto the said *E. F.* quietly and freely to go about, attend and negotiate as well his own private affaires, business and causes, as also all other matters and things whatsoever he hath or shall have or do for any other person or persons whatsoever, as well within the City of *London* as within all other the, &c. at all and every time and times from henceforth, for and during the space of, &c. to begin at the Feast of, &c. next ensuing the date hereof, without any manner of Let, Disturbance, Molestation, Stay, Arrest, Attachment or suit of his person, or of his Goods, Chattels, Money, Merchandizes, or of any other Commodities or Appurtenances whatsoever, by us the said, &c. or any of us, or by the Executors or Administrators of any of us on this side, or within the said space time or liberty of, &c. and we the said, &c. are not only contented and agreed to give and grant this our present Licence and respite to the said *E. F.* for the payment of his said debts,

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but also every one of us for his part, do by these presents freely and clearly release, quit-claim, remit and forgive unto the said *E. F.* all and every such Sum and Sums of Money as he the said *E. F.* at this present doth severally owe unto us, in case any of us at any time or times during and within the said space of, &c. as aforesaid shall do, move, procure, practise or attempt, or cause to be by any ways or means, any manner of Act and Acts, thing or things to be done, moved, procured, practised or attempted against the said *E. F.* or his Goods, Chattels, Money, Merchandizes or any other of his things whatsoever, contrary to the purpose, true meaning, tenor and effect of this our present License and Grant; and further our intent and meaning is, that after the said, &c. shall be fully, &c. expired, we do by these presents give and grant Licence to the said *E. F.* that if he his Executors, Administrators or Assigns, do from thenceforth yearly at the end of every year, for and during the term of, &c. pay or cause to be paid unto us the said several Creditors, or to the several Executors, Administrators, or Assigns, of us and of every of us the full fourth part of the debt to us and every of us owing, that then we nor any of

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of us , nor any other by our or any of our means or procurement shall do any Act or thing against the said *E. F.* or any of his Goods, Chattels, Moneys, Merchandizes or any other of his things whatsoever. In Witness whereof we, &c.

### *The Form of an Award.*

**T**O all Christian People to whom this present writing Indented shall come, *O. P. R. S. T. U.* and *W. X.* of, &c. send Greeting in our Lord God Everlasting, whereas divers Suits, Quarrels, Troubles, &c. are had, moved and depending, between *A. B.* of *C.* in the County of *D.* Gentleman on the one part, and *F. F.* of *G.* in the County of *H.* Yeoman on the other part, for pacifying, ending and ordering, whereof the said *A. B.* and *E. F.* have bound themselves either to other in the sum of five hundred pounds of lawful English money, by their obligations bearing date, &c. with conditions there, under written to stand to the award, &c. of the said *O. P. R. S. T. U.* and *W. X.* Arbitrators indifferently elected and chosen as well upon the part and behalf of the said *A. B.* as of the said *E. F.* to Award, Arbitrate, Order, Rule, Judge, End and Determine,

mine, all and all manner of Suits, Debts, Actions, Controversies, Debates and Demands whatsoever, depending between the said *A. B. E. F.* so that the said Award were made and given up in writing under the hands and seals of all the said Arbitrators at or before the eleventh day of *November* next following as by the said Obligations and Conditions among other things doth and may appear, Now know ye that we the said *O. P. R. S. T. V. and W. X.* having taken upon us the Charge and Burthen of the said Award, and having deliberately heard the proofs allegations and proofs of both the said Parties, do by these presentts Arbitrate, Award, Order and Judge of and concerning the same in manner and form following, That is to say, first we do Award and Order that, &c. (Here must be recited the Case, and so conclude) In witness whereof the said Arbitrators to both parts of this present Award indented have set our Hands and Seals Dated the &c.

*A Warrant to acknowledge satisfaction  
on Record.*

**T**O *G. H. I. K.* and *L. M.* Gent. Attorneys  
of his Majesties Court of Kings Bench  
at *Westminster* or to any of them, or to any  
other

other Attorney of the same Court,

Whereas I O.P. of Q. in the County of R. Esquire in *Michaelmas* Term now last past did obtain a Judgment in the said Court of Kings Bench at *Westminster* against S.T. G: for one hundred pounds Debt and seaven pounds for Costs of Suit as by the Records thereof remaining in the said Court more at large may appear of and for which said Judgment and the Debt and Damage thereby recovered, I the said O.P. do hereby acknowledge my self to be fully satisfied and contented, These are therefore to intreat and authorize you or any of you to acknowledge satisfaction upon Record in the said Court of and for the said Judgment and the said Debt and Damages thereby recovered and this my writing shall be your or any of your sufficient Warrant and discharge in this behalf, In witness whereof I have hereunto set my hand and Seal this first day of *December* 1663: And in the fifteenth year of the Reign of our Sovereign Lord King *Charles* the Second, &c.

The same form will serve to acknowledge satisfaction in the Common-Pleas by alteration of the Stile of the Court only.

A



*A Surrender of Copyhold Land by way of Mortgage.*

**M***emorandum*, That the day and year above written *V. W.* of *A.* in the County of *B.* Gent. did out of Court by the hands of *C. D.* and *E. F.* two of the Customary Tenants of the said Mannor Surrender by the Rod into the hands of the Lord of the said Mannor two parcels of Land with the Appurtenances containing by estimation seven Acres or thereabouts one parcel whereof lyeth in *G.* in the County of *H.* (Here set out the buttings and boundaries thereof) and the other parcel of Land containing by estimation four Acres lying in &c. between the Land of the Bishop of &c. on the West, the Glebe Lands belonging to the Parsonage of, &c. on the East, the Lands of, &c. on the North, and the Lands of, &c. on the South, To the only use and behoof of *I. K.* his Heirs and Assigns for ever, To have and to hold the said parcels of Land and every of them with their and every of their Appurtenances unto the said *I. K.* his Heirs and Assigns for ever, According to the Custom of the said Mannor, Provided always nevertheless and upon this Condition, That  
if

if the said *V. W.* his Heirs and Assigns do well and truly content and pay, or cause to be contented and paid unto the said *I. K.* his Executors, Administrators or Assigns the full sum of two hundred pounds of lawful money of *England* on the &c. next ensuing the date within written at or in &c. that then this present Surrender to be void and of none effect or else to stand and remain and abide in full force and vertue.

*A Defeazance of a Statute. Staple for Debt.*

**T**HIS Indenture, &c. between *L. M.* of *N.* in the County of *O.* Gent. of the one part, And *P. R. S. T.* and *V. W.* of the other part, Witnesseth, that whereas the said *P. R. S. T.* and *V. W.* by one Writing or Recognizance bearing the Date hereof made according to the Statute provided and set forth for the Recovery of Debts, led taken and acknowledged, before Sir *A. B.* Knight, Mayor of the Staple at *Westminster*, and *C. D.* Esquire Recorder of the City of &c. are and stand joyntly and severally bound to the said *L. M.* in the sum of five hundred pounds of lawful English money as by the same Writing or Recognizance appeareth, Nevertheless, it is agreed between the said parties, and the said *L.*

*M.*

*M.* is contented and pleased, and by these presents, for him his Executors, Administrators and Assigns, doth Covenant to and with the said *P.R. S.T.* and *V.W.* and every of them their Heirs, Executors and Administrators, in manner and form following, that is to say, That if the said *P.R. S.T.* and *V.W.* or any of them, do and shall well and truly pay or cause to paid unto the said *L.M.* his Executors or Assigns, the sum of two hundred and fifty pounds of lawful English Money at or in the now dwelling house of the said *L.M.* situate and being in *N.* in the County of *O.* afore-said on the fifth day of *May* next ensuing without fraud or delay, that then the said writing or Recognizance of five hundred pounds shall be utterly void and of none effect, as though the same had never been made, In witness whereof, &c.

In like manner may all other Defeazances of Statute Merchants and single Recognizances be acknowledged in Chancery or else where be made, *mutatis mutandis* that is, changing things necessary and fit to be changed.

*A Release of Errors upon a Judgment.*

**K** Now all men by these presents that I *Valentine Goodman* of &c. Gent. have Remised, Released and for ever quit Claimed and and by these presents do Remise, Release, and for ever quit Claim unto *Abraham E. Howell* of *Chirock* in the County of *Denbigh* Esquire his Executors, Administrators and Assigns all and all manner of Error and Errors, Cause and Causes of Errors, Misentries, Mistakes and Jeofails whatsoever, which are or have hapened in the Records or Proceedings of one Judgment for three hundred pounds Debt, and seaven pounds and ten shillings for Damages or Costs of Suit, which is obtained and gotten against me the said *Valentine Goodman* in his Majesties Court of Common Bench at *Westminster* in *Michaelmas* Term now last past, or, for, or by reason of the not suing out or filing an original, or not filing the Warrant or Warrants of Attorney or other fault in any of the Entries or Proceedings thereupon, or relating thereunto, In witness whereof I have hereunto set my hand and Seal this second day of *January*, Anno Dom. 1663, and in the fifteenth year of the Reign of our Sovereign Lord King *Charles the Second*, &c.

Note

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Note a Release of Errors in the Kings Bench differs from this only in the Stile of the Court, and the words (for not suing out an original writ, or not filing thereof) being left out in all things else, they differ in nothing at all that is material, observing always to change what is to be changed.

### *A General Release.*

**K** Now all Men by these Presents, That *J. F.* Gent. of *H.* in the County of *J.* Esquire have Remised, Released, and for ever quit Claimed, and by these presents do Remise, Release and for ever quit Claim to *L. M.* of *N.* in the County of *O.* Knight and Baronet his Heirs, Executors and Administrators, all and all manner of Action and Actions, Cause and Causes of Actions, Suits, Bills, Bonds, writings Obligatory, Debts, Dues, Duties, Accounts, Sum and Sums of Money, Judgments, Executions, Extents, Quarrels, Controversies, Trespasses, Damages and Demands, whatsoever both in Law or Equity or otherwise howsoever which against the said *L. M.* I ever had, and which I my Heirs, Executors or Administrators shall or may have, claim, challenge or demand, for or by reason or means of any matter cause or thing whatsoever



ever from the beginning of the world, unto the day of the date of these presents, In witness whereof I have hereunto set my Hand and Seal the sixth day of *June* in the year of our Lord God 1664. and in the sixteenth year of the Reign of our Sovereign Lord King *Charles* the Second over *England*, &c.

Sealed and delivered in the presence of

*A Letter of Attorney for a special Debt:*

**T**O all Christian people, &c. *P. R.* of *S.* in the County of *R.* Esquire sendeth greeting, Know ye me the said *P. R.* to have Nominated, Constituted, Ordained and Appointed, and by these presents do nominate, ordain, constitute and appoint, and in my stead & place put my trusty and well beloved friend *V. W.* of *X.* in the County of *A.* Gentleman, my true and lawful Attorney, to ask, demand, levy, recover and receive for me and in my name and to my use of *B. C.* of *D.* in the County of *E.* Yeoman, the sum of twenty pounds of lawful English money which the said *B. C.* oweth to me, and therein he standeth bound unto me by his Bond or writing, obligatory under his hand and Seal, bearing Date the sixth day of *June* in the year of Lord 1662. giving and by these presents granting, to my

my  
Powe  
Sue,  
dema  
mini  
Cour  
Judg  
cuto  
And  
two  
more  
Disc  
nam  
or m  
to su  
agai  
perf  
all a  
neco  
mife  
*P. R.*  
in o  
and  
shal  
fes  
the  
fea  
yea  
Kin  
of

my said Attorney my whole and full Power and Authority in the Premises, to Sue, Arrest, Implead, Imprison, and condemn the said *B. C.* his Executors or Administrators for me and in my name in any Court Spiritual or Temporal, before any Judge or Justices, and the same *B. C.* his Executors, &c. out of Prison again to deliver, And upon the Receipt of the said sum of twenty pounds or any part thereof, one or more lawful Acquittance or Acquittances, Discharge or Discharges, for me and in my name to seal, make, and deliver, and also one or more Attorney or Attorneys, under him to substitute & appoint, and at his pleasure again to revoke, and further to do, execute, perform and finish, for me and in my name all and singular things which shall or may be necessary touching and concerning the Premises, as throughly and wholly as I the said *P. R.* in my own person might or could do, in or about the same, ratifying, confirming and allowing whatsoever my said Attorney shall so do or cause to be done in the Premises by these presents, In witness whereof I the said *P. R.* have herenunto set my hand and seal the seventh day of *July* in the sixteenth year of the Reign of our Sovereign Lord King *Charles the Second* &c. and in the year of our Lord 1664.

After

After the same manner you may draw any Letter of Attorney, chainging only the relation and circumstance of the business, together with the names of Persons and places as shall be requisite without confounding your Head or Memory with any unnecessary Presidents of the like sort, which will rather breed in you a Confusion, than yield you any matter of help, according to that wise and antient saying in our Law, *frustra fit per plura, quod fieri potest per pauciora*, that is, it is a vain and idle thing in any business, to use a great deal of a thing, when a little will serve the turn.

*A Revocation of a Letter of Attorney.*

**T**O all Christian people to whom these presents shall come *F.G.* of *H.* in the County of *I.* Gent. sendeth greeting, whereas I the said *F.G.* upon trust and confidence which I had in *L.M.* of *N.* in the said County Gent. did by my Letter of Attorney constitute and make the said *L.M.* my Attorney in and for all and singular my Goods, Debts, Duties, and Demands whatsoever, and did give him further Authority and Power to deal for me, as by the said writing to him made more at large appeareth, Now know ye that I the said *F.G.* for that the said *L.M.* hath by colour of the

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the said Authority to him given, behaved himself greatly to my hindrance contrary to the trust & confidence I reposed in him have revoked, countermanded & made void, And by the presents do revoke, countermand and make void the said Letter of Attorney, and all the Power and Authority of the said *L. M.* to him given as well by the said writing as by any other means whatsoever, whereby he can or may pretend to have any kind of doing or dealing for me or in my name, touching any thing that is mine. In witness whereof I have hereunto set my hand and seal the eight day of *August* in the sixteenth year of the Reign of our Sovereign Lord King Charles the Second, &c. and in the year of our Lord, 1664.

### *A Certificate for the payment of Subsidy-mony.*

**W**EE whose Names are under written, Commissioners of our Sovereign Lord the Kings Majesty, among others in the County of *P.* for the Taxing, Levying and Collecting of the second payment of the first of the two Subsidies granted to his Majesty in the Parliament holden at *Westminster*, in the fourteenth year of his Highness

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Highness Reign, do signifie unto the Right Honorable the Lord Treasurer, Barons of the Exchequer and all other his Majesties Commissioners and others whom it shall concern, that *R. S.* of *T.* in the County of *N.* Esquire is Taxed and Assessed to pay to our Sovereign Lord the Kings Majesty for the second payment of the said first Subsidy, &c. and hath paid, &c. after the rate of of twenty pounds in Lands amongst the Inhabitants of the Parish of *T.* in the Hundred of *W.* in the County of *V.* at which place the said *R. S.* was altogether Resident with his Family at the time of the Taxing of the said Subsidy, Given under our Hands and Seals the ninth day of September. &c.

Signed *A. B. C. D. E. F. G. H.*

### *A Form of a Bill in Chancery.*

*To the Right Honourable Henage Earl of Daventry Lord High Chancellor of England.*

**I**N all humble manner Complaining, sheweth unto your good Lordship your daily Orator *N. O.* of *P.* in the County of *R.* Gent. That whereas, &c. (Here set forth the truth of the Case by advice of Council Learned which done, proceed in this



this manner, viz.) In tender Consideration of the Premises and for that your Orator is altogether remediless by the strict Rules of the Common Law, in regard your Orators Witnesses, which should and could prove the truth of the Premises, are either dead or in some remote parts beyond the Seas unknown to your Orator, so that he cannot produce them so readily as at a Tryal by the Common Law is required, but is only relievable in this Honourable Court before your Lordship, To the end therefore the said S. T. may answer the truth of all and singular the Premises, and particularly that he may upon his Corporal Oath set forth whether, &c (Here set down at large what you would have the defendant answer unto in apt questions and pertinent Charges, also minding the substance of the matter in the body of the Bill, and then proceed thus) and that your Orator in and touching all the said matters and things may be relieved according to Equity and good Conscience: may it please your Lordship, to grant unto your Orator His Majesties most gracious Writ of Subpoena to be directed to him the said S. T. thereby commanding him at a certain day and under a certain pain personally to be and appear before your Lordship in the High

H

Court

Court of Chancery then and there upon his Corporal Oath to answer all and singular the Premises and further to stand to and abide such further order, rule, direction and decree of this Court as to your Lordship in your grave wisdom, agreeable to Equity and Justice shall seem meet, and your Orator as in duty bound, shall pray for your Honours health and happiness.

*The Form of an Answer in Chancery.*

*The Answer of S. T. Gent. Defendant to the Bill of Complaint of N. O. Gent. Complainant.*

**T**HIS Defendant saving and reserving unto himself now and at all times hereafter all and all manner of benefit and advantage of Exception to the many incertainties and insufficiencies of the said Complainants said Bill, for Answer thereto, answereth and saith, And first this Defendant saith that, &c. (here set forth your Answer to each particular Charge of the Bill, as you shall by your Council well informed in your Case be directed, and when you have said all that you think shall be necessary, conclude thus :) without that, that any other matter Cause or thing in the said Bill  
of

of Complaint mentioned and set forth and material and effectual for him this Defendant to make Answer unto and herein and hereby not well and sufficiently answered, and avoided, traversed or denied, is true, All which this Defendant is ready to maintain and prove as this Honorable Court shall award, and prayeth from hence to be dismissed with his reasonable Costs and Charges in this behalf most wrongfully sustained.

---

*A Form of a Protection by a Peer.*

**T**Hese are to Certifie that the Bearer hereof *V. W.* is my menial Servant, and imployed by me in divers weighty occasions wherein I make use of his Service, you are therefore to forbear to Arrest or Trouble the said *V. W.* for any matter, cause or thing whatsoever whereby he may be hindred from performing his duty in my said service according to the antient Priviledge belonging to the Peerage of *England* during this Sessions of Parliament and hereof fail not, as you will answer the contrary, Given under my hand & Seal this 9th day of *March* in the 16th year of the Reign

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of King *Charles* the Second, and in the year of our Lord 1663.

To all Mayors, Sheriffs, Bayliffs of Liberties, Bayliffs, Serjeants at Mace, Marshalls men and other Officers whom this may concern.

### *A Form of a Protection of a Commoner.*

**W**Hereas by the ancient Custom and Priviledge of Parliament every Member of the House of Commons may Protect his Servants during the fitting of the Parliament. These are to certifie you that the bearer hereof *A. B.* is my menial Servant, whose service I am to make use of in divers special and weighty Affaires during this Session of Parliament; you are therefore to forbear to Arrest, Molest, Sue or Trouble the said *A. B.* by any means for any matter, cause or thing whatsoever as you will, answer the breach and violation of the Priviledge of Parliament by doing the contrary hereof at your peril, Given under my hand and seal this 9th day of *March* in the sixteenth year of the Reign of our Sovereign Lord King *Charles* the Second

cond, &c. and in the year of our Lord, 1663.

To all Mayors, Sheriffs, Under Sheriffs, Bayliffs of Liberties, Bayliffs, Serjeants at Mace, Marshalls-men, and all other Officers whom this may any way concern.

*A Deed of Gift.*

**T**O all &c. I *L. M.* &c. send Greeting, &c.  
Know ye that I the said *L. M.* for the love, good will and affection which I have and bear towards my loving friend *N. O.* of &c. have given and granted, and by these presents do freely, clearly and absolutely give and grant to the said *N. O.* his &c. all and singular my goods, wares, house-hold stuff, Plate, Jewels, ready-mony, Leases, Chattels, Implements and all other things alive or dead whatsoever as well moveable as immoveable, both real and personal whatsoever they be and in whose hands, custody or possession whatsoever the same or any of them, or any part thereof, can or may be found remaining, and being as well in the Messuage or Tenement with the Appurtenances wherein I do well as in any other place or house whatsoever within the &c. To have and to hold all the said goods, chattels, house.



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household-stuff, implements and all other the Premises unto the said N.O. his &c. from henceforth as his and their own proper goods for ever absolutely without any manner of Condition And I the said L.M. have set and put &c. In witness whereof, &c.

*Note*, If a Deed of Gift be made of money owing to the Donor, let there be a Letter of Attorney comprehended therein.

If the Deed be made of Goods and Chattels in Consideration of a Debt, let there be a Covenant in ahe same Deed, that the Donor shall permit the Donee to come into the house or any other places where the Goods be, quietly and peaceably to receive and carry away the same to the use of the Donee.

If there be an Inventory of parcels annexed to the Deed, let there be a Covenant in the Deed that the same Goods and Chattels shall not be wasted, and that they are free from any former Gifts or Incumbrances at the sealing by a penny fixed in the Seal or some part of the said Goods but assurance for Debt of Goods and Chattels is best to be done by bargain and sale indented with an Inventory of parcels annexed thereunto.

*A Warrant for keeping a Court.*

**V**Hereas I have received direction from the Right Honorable P. Earl of R. to hold a Court Baron for his Lordship's Mannor of S within &c. These are to let you understand that I have appointed the 12th. day of &c. next being *Thursday* for the said Court, at or in the behalf of the Mannor-house there; and do therefore hereby request and require you to give notice of the said time and place appointed for the holding of the said Court, unto all and every the Suiters and Tenants of the said Mannor, and that you warn them and every of them to be then and there present by eight of the Clock in the forenoon of the same day to give their attendance, and also that at the time and place aforesaid you return before me a Jury of the Suitors and Tenants of the said Mannor to enquire of such matters as shall be by me given in Charge to them, and hereof you are not to fail, given under my hand and seal, this &c.

To the Bayliff of, &c.

*The manner of admitting one to sue in forma Pauperis.*

*To the Right Honourable, &c. The humble Petition of S. T. Widdam, sheweth.*

**T**Hat your Petitioner is a very poor woman and not worth five pounds in regard of which her poverty She is altogether unable to prosecute her Suit of Law against *K. W. of &c.* who hath much wronged & oppressed her, (here in short terms set forth your Cause of Action or Complaint) unless your Honor be pleased to admit her to sue in *forma Pauperis* concerning the same.

Wherefore your Petitioner doth humbly desire that your Lordship in Consideration of her Poverty, would be pleased to admit here to sue in *forma Pauperis* and to assign Mr. *W.* and *A.* for her Counsel and Mr. *B.* for her Attorney and she shall ever pray, &c.

*An Affidavit which is to be underwrittento the Petition.*

The Petitioner maketh Oath that her Petition is in substance true *Jurat. II. die Martii*  
1663 *Coram me C.D.*

+ H

The

*The Answer upon the Petition and Affidavit.*

Upon Certificate and Affidavit hereunto annexed let the Petitioner be admitted to sue in *forma Pauperis* as is desired *F.R.*

**N**Ote, in all Cases of Paupers it is required that on the back of the Petition your Councel ought to Certifie his opinion that you have just cause of Action or complaint for till that be done you will get no Answer.

*A Lease of a Warren of Coneys.*

**T**HIS Indenture made, &c. Between *P.* of &c. of the one part, and *R.S.* of, &c. of the other part, Witnesseth that the said *P.Q.* for &c. hath Demised, granted and to farm Letten, and by these Presents doth demise, &c. unto the said *R.S.* his &c. all that his Warren in the Township of &c. and all the Coneys in the said ground with the increafe, gains, profit & advantage from to time time arising, coming, growing and renewing of the said Coneys in the said ground being and to the same belonging, there to Hunt, Hay, Ferret, and pitch Nets or otherwise to use to the most bene-

H 5

fit

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fit or advantage of him the said R.S. and his Assigns that he can or may devise in as large ample and beneficial manner and form as the said R.S. or any other person or persons heretofore have had, held, used, occupied or enjoyed the same, To have and to hold the said ground and Game of Coneys in the same being and to the same belonging and renewing as aforesaid unto the said R. S. his Executors and Assigns from the &c. yielding &c. a Covenant must be here on the Tenants part to do reparations on the Warren-house, and on the Fences, Ditches, Hedges and Mounds and and at the end &c. to leave the Boroughs and Coney-clappers sufficiently covered with Thorn, and also the same Ground and Borough of Coneys sufficiently replenished and stored with Coneys, and also a Covenant for the quiet enjoyment &c. In witness, &c.

*A note of Indorsement of Livery of seisin on the Indenture by vertue of a Letter of Attorney.*

**M**emorandum, That full and peaceable Possession and Seisin was given and delivered to the within named G.H. of the Messuage or Tenement, Closes and Land within



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within mentioned unto I. K. of &c. by  
vertue of the Letter of Attorney, annexed  
for and in the name and to the use of the  
within named Sir L. M. and his Heirs ac-  
cording to the true intent and meaning of  
the said Indenture and Letter of Attorney  
the day of, &c. in the presence of us whose  
names are subscribed, &c.

*A Covenant for settlement of houses after the  
decease of Tenant for life upon Marri-  
age with a Penalty.*

**VV** Hereas *A. B.* of *C.* in the County of  
*D.* widdow, stands seized of two  
Copyhold Messuages or Tenements situa-  
ating, lying and being within the said Parish  
in a certain place there commonly called  
or known by the Name of *Eversdale* in  
the Parish and County aforesaid to the use  
of her the said *A. B.* during he. life and af-  
ter her decease to the use of *F. B.* son of  
the said *A. B.* and his Heirs for ever, accord-  
ing to the Custom of the said Mannor, as by  
the Copy of the Court Rolls in due form  
of Law made relation being thereunto had  
will more fully appear, and whereas the  
said *F. B.* stands seized of the said two Mes-  
suages or Tenements in Reversion in man-  
ner and form abovesaid, Now this pre-  
sent

sent Writing witnesseth that the said *F. B.* for and in Consideration of the tender love and affection which he the said *F. B.* beareth towards the said *L.* his now wife, and for the better support, livelyhood and maintenance in case she shall survive him, doth covenant, promise and grant to and with the said *H. L.* in manner and form following, That is to say, that he the said *F. B.* shall and will immediately after the decease of the said *A. B.* make one or more lawful surrender of the said two Copyhold Messuages, or Tenements aforesaid according to the Custome of the said Mannor into the hands of the Lord by the Rod, to the uses, intents and purposes herein after mentioned, and expressed and to none other uses, intents or purposes whatsoever, That is to say, to the use of the said *H. L.* for and during the term of her natural life, and after her decease to the use and behoof of *L.* the now Wife of him the said *F. B.* for and during the term of her natural life, and after her decease to the only proper and sole use and behoof of him the said *F. B.* & the Heirs of his body lawfully begotten or to be begotten for ever, and to none other use, intent or purpose whatsoever, And for the said *A. B.* himself his Heirs, Executors and Assigns and every of them doth

Cove.

Covenant, Promise and Grant, to and with the said *H. J.* her Executors and Assigns that he the said *F. B.* shall not neither will at any time or times hereafter sell mortgage or otherwise incumber the said Premises, whereby the settlements aforelaid, may or might be frustrate and made void but that the same shall be and remain free and clear of and from all and all manner of former and other bargains, sales, gifts grants, mortgages, surrenders, and incumbrances whatsoever that may in any wise seem to hinder, frustrate and make void the said intended settlement, or any of them in any manner whatsoever, And for the true and faithful performance of these presents, the said *F. B.* doth hereby oblige himself, &c. unto the said *H. J.* &c. in the sum of five hundred pounds of lawfull money of *England*, In witness whereof. &c.

*An indorsment of Attornment of a Tenant.*

**M**emorandum, That before the sealing of these presents the within named *N. O.* did by Indenture made between him and the within named *P. Q.* on the one part, and *R. S.* of the other part, bearing date, &c. for a certain sum of money mentioned

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tioned by the said Indenture to be paid,  
grant, bargain, demise and lease the Pre-  
mises within mentioned unto the said R. S.  
and T. V. & W. R. did after the ensealing and  
delivery of these presents, viz. this present  
fifteenth day of Oc. Attorn and agree to  
the said Conveyance in the presence of  
Or.

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